

# SUMMONS ISSUED

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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LUIS P TAIPE, MANUEL LOJA, FABIAN MAURAD, :  
BEQUER SANTAMARIA, MILTON NOVAY, :  
MANUEL JESUS LANDI, MANUEL ROBERTO :  
ZHAGUI, SEGUNDO M. GUALLPA, JOSE :  
ANTONIO LOJA, CARLOS LANDI, LUIS ALBERTO :  
LANDI PEREZ, MANEUL VIZNAY, RUBEN :  
RODNAJO BORJA, LUIS ROLANDO LANDI, :  
ANDRES SULGADO, MANUEL WILSON :  
GUAMON, FREDDY ORELLANO, SEVENNO :  
CAJAS, LUIS SUMBA, MARTIN VICENTE :  
VELASQUEZ BURGOS, JOSE ROBERTO :  
CLAVIGO, JUAN FAJARDO, CARLOS INGA, :  
MANUEL J. CARDENAS, LUIS EDUARDO :  
ILLISACA, MANUEL ALEJANDRO CHALCO, :  
LUIS GARCES, GERMAN O. JARAMA LOJA, and :  
EFREN NAREA, individually and on behalf of all other :  
similarly situated persons, :

Plaintiffs, :

MC & O CONTRACTING, INC., MC AND O :  
CONSTRUCTION, INC., MC & O BUILDERS, :  
INC., GRAND MASONS, INC., EMPIRE :  
TROWEL TRADES INC., OWEN G. O'REILLY, :  
and EAMONN MCDONNELL :

Defendants. :  
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## COMPLAINT

**FLSA COLLECTIVE  
ACTION AND RULE 23  
CLASS ACTION**

**JURY TRIAL  
DEMANDED**

**BLOCK, J.**

**AZRACK, M.J.**

Plaintiffs LUIS P TAIPE, MANUEL LOJA, FABIAN MAURAD, BEQUER SANTAMARIA,  
MILTON NOVAY, MANUEL JESUS LANDI, MANUEL ROBERTO ZHAGUI, SEGUNDO M  
GUALLPA, JOSE ANTONIO LOJA, CARLOS LANDI, LUIS ALBERTO LANDI PEREZ, MANEUL  
VIZNAY, RUBEN RODNAJO BORJA, LUIS ROLANDO LANDI, ANDRES SULGADO, MANUEL  
WILSON GUAMON, FREDDY ORELLANO, SEVENNO CAJAS, LUIS SUMBA, MARTIN  
VICENTE VELASQUEZ BURGOS, JOSE ROBERTO CLAVIGO, JUAN FAJARDO, CARLOS INGA,  
MANUEL J. CARDENAS, LUIS EDUARDO ILLISACA, MANUEL ALEJANDRO CHALCO, LUIS

GARCES, GERMAN O. JARAMA LOJA, and EFREN NAREA, (hereinafter collectively referred to as “Plaintiffs”), on behalf of themselves and all others similarly situated, by and through their attorneys, Harrison, Harrison & Associates, allege upon personal knowledge as to themselves and upon information and belief as to other matters, as follows:

**PRELIMINARY STATEMENT**

1. Plaintiffs are twenty nine current and/or former employees of Defendants MC & O CONTRACTING, INC., MC AND O CONSTRUCTION, INC., MC & O BUILDERS, INC., GRAND MASONS, INC., EMPIRE TROWEL TRADES INC., OWEN G. O’REILLY, and EAMONN MCDONNELL (hereinafter collectively referred to as “Defendants”) who are/were employed as bricklayers, mason tenders, scaffolding personnel and/or other construction laborers, in hourly non-exempt positions subject to the overtime provisions of the Fair Labor Standards Act of 1938 (hereinafter referred to as “FLSA”), as amended, 29 U.S.C. § 201 *et. seq.*, and the New York Labor Law (hereinafter referred to as “NYLL”).

2. Plaintiffs bring this action seeking monetary damages and affirmative relief based upon Defendants’ violations of the FLSA, the NYLL and other appropriate rules, regulations, statutes and ordinances.

3. Plaintiffs also bring this action seeking unpaid prevailing wages, as Plaintiffs performed work and furnished labor to Defendants on publicly financed construction projects, but failed to receive the prevailing wages and benefits to which they were entitled.

**JURISDICTION AND VENUE**

4. Jurisdiction of the Court over this controversy is based upon 29 U.S.C. § 201 *et. seq.*, 28 U.S.C § § 1331 and the doctrine of supplemental jurisdiction pursuant to 28 U.S.C. § 1367.

5. This Court has jurisdiction over all state law claims brought in this action pursuant to 28 U.S.C. § 1367.

6. Defendants do business in the State of New York, within the Eastern District of New York, maintaining principle places of business in Ridgewood and Maspeth, New York.

7. Accordingly, this action properly lies in the Eastern District of New York, pursuant to 28 U.S.C. 1391.

### **THE PARTIES**

8. Plaintiff Luis P. Taibe ("Taibe") is a resident of Queens County, New York. Taibe was employed by the Defendants from in or about 2002 to the present as a scaffolding personnel. He was paid an hourly rate of between \$12 and \$17 per hour.

9. Plaintiff Manuel Loja ("Loja") is a resident of Queens County, New York. Loja was employed by the Defendants from in or about May 2000 until in or about 2006 and again from in or about 2008 to the present as a bricklayer. He was paid an hourly rate of between \$12 and \$20 per hour.

10. Plaintiff Fabian Maurad ("Maurad") is a resident of Kings County, New York. Maurad was employed by the Defendants from in or about May 2002 until in or about July 2012 and again from in or about August 11, 2012 to the present as a bricklayer. He was paid an hourly rate of between \$12 and \$20 per hour.

11. Plaintiff Bequer Santamaria ("Santamaria") is a resident of the County of Queens, State of New York. Santamaria was employed by the Defendants from in or about 2006 to the present as a scaffolding personnel and a mason tender. He was paid an hourly rate of between \$12 and \$16 per hour.

12. Plaintiff Milton Novay ("Novay") is a resident of Queens County, New York.

Novay was employed by the Defendants from in or about 2006 until in or about June 2012 as a general laborer. He was paid an hourly rate of between \$12 and \$14 per hour.

13. Plaintiff Manuel Jesus Landi ("Landi") is a resident of the County of Queens, State of New York. Landi was employed by the Defendants from in or about August 2003 to the present as a bricklayer. He was paid an hourly rate of between \$12 and \$17 per hour.

14. Plaintiff Manuel Roberto Zhagui ("Zhagui") is a resident of the County of Queens, State of New York. Zhagui was employed by the Defendants from in or about 2005 until in or about June 2012 as a bricklayer. He was paid an hourly rate of between \$12 and \$19 per hour.

15. Plaintiff Segundo M. Gualpa ("Gualpa") is a resident of the County of Queens, State of New York. Gualpa was employed by the Defendants from in or about 2004 to the present as a scaffold personnel, bricklayer, and a mason tender. He was paid an hourly rate of between \$12 and \$16 per hour.

16. Plaintiff Jose Antonio Loja ("Loja") is a resident of the County of Queens, State of New York. Loja was employed by the Defendants from in or about 2001 to the present as a cement worker, stucco applicator, and a bricklayer. He was paid an hourly rate of between \$12 and \$19 per hour.

17. Plaintiff Carlos Landi ("Carlos Landi") is a resident of the County of Queens, State of New York. Carlos Landi was employed by the Defendants from in or about 2002 to the present as a general laborer. He was paid an hourly rate of between \$12 and \$14 per hour.

18. Plaintiff Luis Alberto Landi Perez ("Perez") is a resident of the County of Queens, State of New York. Perez was employed by the Defendants from in or about 2002 until in or about 2006 and again from in or about 2007 to the present as a machine loader and driver.

He was paid an hourly rate of between \$12 and \$16 per hour.

19. Plaintiff Manuel Viznay ("Viznay") is a resident of the County of Queens, State of New York. Viznay was employed by the Defendants from in or about 2008 to the present as a general laborer and as a stucco worker. He was paid an hourly rate of between \$12 and \$16 per hour.

20. Plaintiff Ruben Rodnajo Borja ("Borja") is a resident of the County of Queens, State of New York. Borja was employed by the Defendants from in or about 2006 until in or about February 2012 as a general laborer, stucco worker, and a cement worker. He was paid an hourly rate of between \$13 and \$16 per hour.

21. Plaintiff Luis Rolando Landi ("Rolando Landi") is a resident of the County of Queens, State of New York. Rolando Landi was employed by the Defendants from in or about 2005 to the present as a general laborer. He was paid an hourly rate of between \$12 and \$16 per hour.

22. Plaintiff Andres Sulgado ("Sulgado") is a resident of the County of New York, State of New York. Sulgado was employed by the Defendants from in or about 2007 until in or about 2008 and again from in or about 2009 to the present as a general laborer. He was paid an hourly rate of between \$12 and \$14 per hour.

23. Plaintiff Manuel Wilson Guamon ("Guamon") is a resident of the County of Queens, State of New York. Guamon was employed by the Defendants from in or about 2003 to the present as a bricklayer. He was paid an hourly rate of between \$12 and \$19 per hour.

24. Plaintiff Freddy Orellano ("Orellano") is a resident of Kings County, New York. Orellano was employed by the Defendants from in or about 2002 until in or about 2011 as a construction machine driver. He was paid an hourly rate of between \$12 and \$20 per hour.

25. Plaintiff Sevenno Cajas ("Cajas") is a resident of the County of Queens, State of New York. Cajas was employed by the Defendants from in or about 2004 to the present as a scaffold personnel. He was paid an hourly rate of between \$12 and \$18 per hour.

26. Plaintiff Luis Sumba ("Sumba") is a resident of the County of Queens, State of New York. Sumba was employed by the Defendants from in or about 2006 to the present as an assistant to the foreman. He was paid an hourly rate of between \$12 and \$16 per hour.

27. Plaintiff Martin Vicente Velasquez Burgos ("Burgos") is a resident of the County of Queens, State of New York. Burgos was employed by Defendants from in or about December 2006 to the present as a mason tender. He was paid an hourly rate of between \$12 and \$16 per hour.

28. Plaintiff Jose Roberto Clavigo ("Clavigo") is a resident of the County of Queens, State of New York. Clavigo was employed by the Defendants from in or about 2007 to the present as a mason tender and scaffold personnel. He was paid an hourly rate of between \$12 and \$14 per hour.

29. Plaintiff Juan Fajardo ("Fajardo") is a resident of the County of Queens, State of New York. Fajardo was employed by the Defendants from in or about 2006 to the present as a mason tender. He was paid an hourly rate of between \$12 and \$14 per hour.

30. Plaintiff Carlos Inga ("Inga") is a resident of the County of Westchester, State of New York. Inga was employed by the Defendants from in or about 2003 to the present as a cement mixer. He was paid an hourly rate of between \$12 and \$16 per hour.

31. Plaintiff Manuel J. Cardenas ("Cardenas") is a resident of Queens County, New York. Cardenas was employed by Defendants from in or about 2008 to the present as a stucco applier and a mason tender. He was paid an hourly rate of between \$13 and \$17 per hour.

32. Plaintiff Luis Eduardo Illisaca ("Illisaca") is a resident of Queens County, New York. Illisaca was employed by Defendants from in or about 2008 to the present as a stucco applier and a mason tender. He was paid an hourly rate of between \$12 and \$16 per hour.

33. Plaintiff Manuel Alejandro Chalco ("Chalco") is a resident of Queens County, New York. Chalco was employed by Defendants from in or about November 2005 to the present as a stucco applier and a mason tender. He was paid an hourly rate of between \$12 and \$18 per hour.

34. Plaintiff Luis Garces ("Garces") is a resident of Queens County, New York. Garces was employed by Defendants from in or about 2008 to the present as a scaffold personnel and a mason tender. He was paid an hourly rate of between \$12 and \$14 per hour.

35. Plaintiff German O. Jarama Loja ("Loja") is a resident of Queens County, New York. Loja was employed by Defendants from in or about 2001 until June 2008, approximately. He was paid an hourly rate of approximately \$20 per hour.

36. Plaintiff Efren Narea ("Narea") is a resident of Queens County, New York. Narea was employed by Defendants from in or about 2003 to the present as an assistant bricklayer. He was paid an hourly rate of between \$12 and \$15 per hour.

37. At all times relevant to the complaint, Plaintiffs were "employees" within the meaning of Section 3(e) of the FLSA, 29 U.S.C. § 203(e), and NYLL § 190(2).

38. At all times relevant hereto, each of Defendant MC & O Contracting, Inc., Defendant MC AND O Construction, Inc., Defendant MC & O Builders, Inc., Defendant Grand Masons, Inc. and Defendant Empire Trowel Trades Inc., was and is a domestic corporation organized and existing pursuant to the laws of the State of New York.

39. Defendant MC & O Contracting, Inc., Defendant MC AND O Construction, Inc., Defendant MC & O Builders, Inc., Defendant Grand Masons, Inc., and Defendant Empire Trowel Trades Inc, are hereinafter collectively referred to as the “Corporate Defendants”.

40. At all times hereinafter mentioned, the Defendants were and still are engaged in the construction business, including, but not limited to performing masonry, stucco, cement, bricklaying, and scaffolding work at buildings and construction sites throughout New York State.

41. At all times hereinafter mentioned, Defendants Eamonn McDonnell (“McDonnell”) and Owen G. O’Reilly (“O’Reilly”) severally and jointly owned, actively managed and/or operated each of the Corporate Defendants.

42. At all times hereinafter mentioned, Defendant McDonnell was and still is a shareholder, corporate officer, President and/or the Chief Executive Officer of each of the Corporate Defendants

43. At all times hereinafter mentioned, Defendant O’Reilly was and still is a shareholder, corporate officer, President, and/or the Chief Executive Officer of each of the Corporate Defendants.

44. At all times hereinafter mentioned, each of Defendants McDonnell and O’Reilly had and still has, and exercised, authority over personnel decisions and payroll decisions for each of the Corporate Defendants.

45. At all times hereinafter mentioned, Defendants McDonnell and O’Reilly each had and still has, and exercised, the authority to hire and fire employees for each of the Corporate Defendants.

46. At all times relevant, each of Defendants McDonnell and O’Reilly, and each of the



Corporate Defendants, were and still are “employers” within the meaning of Section 3(d) of the FLSA, 29 U.S.C. § 203(d), and NYLL § 190(3).

47. At all times hereinafter mentioned, the activities of the Defendants constituted an “enterprise” within the meaning of Section 3 (r) & (s) of the FLSA, 29 U.S.C. § 203 (r) & (s).

48. At all times relevant hereto, the Corporate Defendants were under common ownership and management and thus formed a single integrated enterprise.

49. At all times hereinafter mentioned, Defendants employed employees, including the Plaintiffs, the FLSA Collective and the Class Members, who regularly engaged in commerce or the production of goods for commerce or in handling, selling or otherwise working on goods and materials which have moved in or been produced for commerce within the meaning of Section 3(b), (g), (i), and (j) of the FLSA, 29 U.S.C. § 203(b), (g), (i), (j), (r), & (s) (A)(i).

50. At all times hereinafter mentioned, Defendants’ annual gross volume of sales made or business done is not less than \$500,000.00 within the meaning of 29 U.S.C. § 203(s)(A)(ii).

### **FACTS**

51. Plaintiffs, the FLSA Collective, and the Class Members were bricklayers, mason tenders and other types of construction laborers employed by the Defendants, working under Defendants’ direct supervision.

52. Plaintiffs, the FLSA Collective, and the Class Members were all full-time hourly employees who were paid hourly rates of pay ranging from \$12 to \$25 per hour, approximately.

### **OVERTIME**

53. At all times hereinafter mentioned, Defendants were required to pay Plaintiffs, the FLSA Collective and the Class Members overtime pay at the statutory rate of one and one-half (1.5) times their regular rates of pay for all hours worked in excess of (40) hours in a workweek.

54. Plaintiffs, the FLSA Collective, and the Class Members often worked more than forty (40) hours in a workweek but Defendants refused to pay them overtime premiums as required by law.

55. As part of their scheme to defraud Plaintiffs, the FLSA Collective and the Class Members out of their lawful wages, Defendants often paid them by two separate checks - issued by two different entities under common ownership and management which thus constituted a single enterprise - at straight time for all hours worked. This, despite the fact that Plaintiffs, the FLSA Collective, and the Class Members all performed the same type of work, and didn't have two separate jobs, for Defendants.

56. Defendants' scheme to defraud Plaintiffs, the FLSA Collective and the Class Members out of their lawful wages is evidenced by the paystubs attached hereto as Exhibit "A", attached hereto and made a part hereof. These paystubs are samples which show various one-week pay periods in which some of the Plaintiffs worked more than forty (40) but where Defendants failed to pay them any overtime premiums.

57. For example, for the week of 7/23/12 through 7/29/12, Plaintiff Inga worked 46 hours, however Defendants paid him, in a blatant attempt to avoid paying overtime, by issuing two different checks: one check for 38 hours from Defendant MC & O Builders Inc. and a second check for 8 hours from Defendant MC & O Contracting Inc. Thus, even though Plaintiff Inga worked 46 hours for Defendants in that week, Defendants paid him straight time for all 46 hours.

58. In their attempt to avoid paying overtime, Defendants paid Plaintiff Sulgado with two different checks - one for 38 hours and the other for 8 hours - from two different Corporate Defendants for the week of 1/9/12 through 1/15/12 (as set forth in Exhibit "A"). Thus, even though Plaintiff Sulgado worked 46 hours that week, Defendants failed to pay him any overtime premiums.

59. Similarly, for the week of 12/12/11 through 12/18/11, Defendants also failed to pay Plaintiff Sulgado any overtime premiums, instead paying him only straight time with one check for 32.3 hours and a second check for 14 hours (as set forth in Exhibit "A").

60. Sometimes, Defendants didn't bother issuing two separate checks and still failed to pay Plaintiffs overtime premiums. For example, as set forth in Exhibit A, for the week of 8/28/10 through 9/03/10, Defendants paid Plaintiff Sulgado and Clavijo straight time for all of the 50.3 hours they each worked that week - each time failing to pay them any overtime premiums. Similarly, for the week of 9/11/10 through 9/17/10, Defendants paid Plaintiff Burgos only straight time for all of the 53.3 hours he worked that week.

61. For the weeks of 1/09/12 through 1/15/12 and 12/5/11 through 12/11/11, each of which Plaintiff Burgos worked 46.3 hours, Defendants only paid Plaintiff Burgos straight time, and didn't pay him any overtime premiums, by breaking up Plaintiff Burgos' hours and paying him with two different checks, as set forth in Exhibit A.

62. Similarly, in each of the weeks of 12/5/11 through 12/11/11, 11/7/11 through 11/13/11 and 10/3/11 through 10/9/11, Plaintiff Clavijo worked exactly 46.3 hours. However,

instead of paying him overtime premiums, Defendants split up his paycheck and each time paid him only straight-time with two separate checks issued from different Corporate Defendant.

63. The last four paystubs in Exhibit "A" again show Defendants failing to pay Plaintiffs Garces and Taipe any overtime premiums, instead paying them for 40 hours at straight time on one paycheck and paying the remaining hours at straight time on another paycheck.

64. In blatant disregard of the FLSA and the NYLL, Defendants willfully failed to compensate Plaintiffs, the FLSA Collective, and the Class Members at the rate of one and one-half (1.5) times their regular hourly rate for all of the hours they worked in excess of 40 hours per week, throughout the entire term of their employment with Defendants.

65. Defendants willfully and purposefully disregarded the posting requirements of the FLSA which required Defendants to post, and keep posted, notices explaining the provisions of the FLSA and NYLL in a conspicuous place so as to permit Plaintiffs, the FLSA Collective and the Class Members to readily read them. Because of Defendants' violation of these requirements, Plaintiffs, the FLSA Collective and the Class Members were ignorant, and unaware, of their FLSA and NYLL rights to overtime pay.

66. Defendants willfully disregarded and purposefully evaded recordkeeping requirements of the FLSA and the NYLL by failing to maintain appropriate and accurate time sheets and payroll records, instead using deceptive methods to deceive Plaintiffs, the FLSA Collective and the Class Members and to conceal from them their right to overtime pay.

#### **PREVAILING WAGES**

67. Defendants entered into certain contracts, as either a subcontractor or a prime contractor, with certain governmental agencies ("Public Works Contracts"), including but not

limited to: the NYC Department of Housing Preservation & Development (“HPD”), the New York City Housing Authority (“NYCHA”), and various school districts, including the Miller Place School District on Long Island (“Miller District”), and with other subcontractors or prime contractors not currently known, to furnish labor, material and equipment for, and/or to perform work on various public projects.

68. These Public Works Contracts required that the Defendants pay and ensure payment of the prevailing rates of wages and supplements to all workers furnishing labor on the sites of the public works projects. The Public Works Contracts also provided that any subcontracts that the Defendants entered into contain language requiring the payment of prevailing rates of wages and supplements to all workers furnishing labor on the sites of the public works projects.

69. A schedule containing prevailing rates of wages and supplemental benefits (“Prevailing Wage Schedule”) that Defendants were required to pay Plaintiffs and the Class Members was annexed to and formed a part of each of the Public Works Contracts. Attached hereto as Exhibit “B”, and made a part hereof, are copies of some of the Prevailing Wage Schedules for many of the Plaintiffs and Class Members for each of the years 2006 through 2012.

70. Pursuant to these Public Works Contracts, Defendants should have paid Plaintiffs and the Class Members prevailing wage rates of pay of at least \$28 per hour, in addition to supplemental benefits in the amounts set forth by the Prevailing Wage Schedules and the Public Works Contracts.

71. The promise to pay and ensure payment of the prevailing wage and supplemental benefit rates in the Public Works Contracts was made for the benefit of Plaintiffs and the Class

Members who furnished labor on the sites of the public works projects and, as such, Plaintiffs and the Class Members are the beneficiaries of that promises and contracts entered into between Defendants and the various government agencies, including but not limited to HPD, NYCHA and the Miller District and/or with the other subcontractors or other prime contractors not currently known.

72. In furtherance of the Public Works Contracts entered into by Defendants, Plaintiffs and the Class Members performed various types of construction related work, including but not limited to brick laying, masonry, cement/concrete work and other general construction and/or laborer work.

73. However, instead of paying Plaintiffs and the Class Members in accordance with the Prevailing Wage Schedules, for much of the work performed by Plaintiffs and the Class Members at, and/or for, the public works project sites, Defendants almost always willfully paid Plaintiffs and the Class Members substantially less than the prevailing rates of wages and supplements to which they were entitled.

74. As part of their scheme to defraud Plaintiffs and the Class Members out of their correct wages, Defendants paid Plaintiffs and the Class Members at their regular, much lower, rates of pay, when in fact they should have been paid at the prevailing wage and supplemental benefits rates of pay for work performed pursuant to the Public Works Contracts.

75. Defendants failed to pay Plaintiffs and the Class Members prevailing wages and supplemental benefits for work performed pursuant to the Public Works Contracts.

76. Plaintiffs and the Class Members are therefore owed the difference between what they were in fact paid and the rates set forth in the Prevailing Wage Schedules.

### **WAGE STATEMENTS**

77. Defendants violated NYLL § 195(3) by failing to furnish Plaintiffs and the Class Members with accurate and complete wage statements with every payment of wages, listing, among other things, all of the hours worked, rates paid, gross wages, deductions and net wages, and an explanation of how such wages were computed.

78. Defendants failed to list on one wage statement all of the hours worked by Plaintiffs and the Class Members each week.

79. Defendants' practice of splitting the hours worked by Plaintiffs and the Class Members into two pay checks to avoid paying overtime, constituted a willful violation of NYLL § 195(3).

### **NYLL §195(1)**

80. Defendants failed to provide Plaintiffs and the Class Members with the notices required by NYLL §195(1).

81. While Defendants purported to give the NYLL §195(1) notices to Plaintiffs and the Class Members, because Defendants intentionally failed to fill in the overtime rates on each of the NYLL §195(1) forms, Defendants willfully violated NYLL §195(1).

### **COLLECTIVE ACTION CLAIMS**

82. Upon information and belief, there are more than one-hundred (100) current and/or former hourly construction laborers/employees employed by the Defendants who are similarly situated to Plaintiffs, who have been denied overtime compensation (the "FLSA Collective"). The named Plaintiffs are representatives of those other hourly construction laborers/employees and are acting on behalf of these current and/or former employees' interests, as well as their own interests, in bringing action.

83. Plaintiffs seek to proceed as a collective action with regard to the First Cause of Action, pursuant to 29 U.S.C. § 216(b), on behalf of themselves and the following class of persons:

All persons who give their consent, in writing, to become party Plaintiffs and who are and/or have been employed by the Defendants as hourly construction laborers/employees including but not limited to: masons, mason tenders, bricklayers, scaffold personnel, cement workers, stucco workers and other construction laborers/employees at any time during the three (3) years prior to the filing of their respective consent forms.

84. Similarly situated former and current employees are readily identifiable and locatable through the use of the Defendants' records. These similarly situated employees should be notified of and allowed to opt-in to this action, pursuant to 29 U.S.C. § 216(b). Unless the Court promptly issues such a notice, persons similarly situated to the Plaintiffs who have been unlawfully deprived of overtime pay in violation of the FLSA will be unable to secure compensation to which they are entitled, and which has been unlawfully withheld from them by the Defendants.

#### **RULE 23 CLASS ALLEGATIONS – NEW YORK**

85. Plaintiffs bring the Second, Third, Fourth, Fifth, and Sixth Claims for Relief pursuant to the Fed. R. Civ. P. ("FRCP") Rule 23, to recover unpaid wages, unpaid overtime pay, unpaid prevailing rates of wages and supplemental benefits, and other damages on behalf of all individuals employed in the State of New York by Defendants as hourly construction laborers/employees including, but not limited to, masons, mason tenders, bricklayers, scaffold personnel, cement workers, stucco workers and other construction laborers/employees, at any time during the six years prior to the filing of the original Complaint in this case as defined herein (the "Class Period"). All said persons, including Plaintiffs, are referred to herein as the "Class Members" and/or the "Class".



86. The number, names and addresses of the Class Members are readily ascertainable from the records of the Defendants. The dates of employment and the rates of pay for each Class Member, the hours assigned and worked, and the wages paid to them, are also determinable from Defendants' records. Notice can be provided by means permissible under FRCP Rule 23.

87. The proposed Class is so numerous that joinder of all Class Members is impracticable, and the disposition of their claims as a Class will benefit the parties and the Court. While the precise number of such persons is unknown to Plaintiffs and is presently within the sole control of Defendants, Plaintiffs believe that through discovery they will obtain evidence to establish that there are at least one hundred members of the Class.

88. Plaintiffs' claims are typical of those claims of the Class Members, and the relief sought is typical of the relief which would be sought by each Class Member in separate actions. All the Class Members were subject to the same corporate practices of Defendants, in that they were not compensated for (i) overtime hours worked as required by 12 NYCRR § 142-2.2, and (ii) prevailing wage rates of pay and supplemental benefits, and in that Defendants failed to provide them with sufficiently detailed wage statements and proper notices as required by NYLL 195(1) and NYLL 195(3). Defendants' corporate-wide policies and practices affected all Class Members similarly, and Defendants benefited from the same type of unfair and/or wrongful acts as to each Class Member.

89. As fellow employees of Defendants, which failed to adequately compensate Plaintiffs and the Class Members as required by law, Plaintiffs and the other Class Members sustained similar losses, injuries and damages arising from the same unlawful policies, practices and procedures.

90. Plaintiffs are able to fairly and adequately protect the interests of the Class and have no interests antagonistic to the Class. Plaintiffs have retained David Harrison, Esq., a competent and experienced employment litigator.

91. A class action is superior to other available methods for the fair and efficient adjudication of the controversy – particularly in the context of wage and hour litigation where individual class members lack the financial resources to vigorously prosecute a lawsuit against corporate defendants. Class action treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of efforts and expense that numerous individual actions engender. Because the losses, injuries and damages suffered by each of the individual Class Members are relatively small in the sense pertinent to a class action analysis, the expenses and burden of individual litigation would make it extremely difficult or impossible for the individual Class Members to redress the wrongs done to them. On the other hand, important public interests will be served by addressing the matter as a class action. The adjudication of individual litigation claims would result in a great expenditure of Court and public resources; however, treating the claims as a class action would result in a significant saving of these costs. The prosecution of separate actions by individual members of the Class would create a risk of inconsistent and/or varying adjudications with respect to the individual members of the Class, establishing incompatible standards of conduct for Defendants and resulting in the impairment of Class Members' rights and the disposition of their interests through actions to which they were not parties. The issues in this action can be decided by means of common, class-wide proof. In addition, if appropriate, the Court can, and is empowered to, fashion methods to efficiently manage this action as a class action.

92. Upon information and belief, employees of Defendants are often afraid to individually assert their rights out of fear of direct or indirect retaliation and former employees are fearful of bringing individual claims because the fear that doing so could harm their employment, future employment, and future efforts to secure employment. A class action provides Class Members who are not named in the Complaint a degree of anonymity which allows for the vindication of their rights while eliminating or reducing these risks.

93. The questions of law and fact common to the Class predominate over any questions affecting only individual Class Members, including: (a) whether Defendants required Class Members to work uncompensated overtime and failed to adequately compensate the Class Members for overtime hours worked as required by 12 NYCRR § 142-2.2, (b) whether Defendants failed to compensate the Class Members at the prevailing wage and supplemental benefits rates required by contract, (c) whether Defendants provided the class members with the notices required by NYLL § 195(1), and (d) whether Defendants provided Class Members with sufficiently detailed wage statements, as required by NYLL § 195(3).

94. Absent a class action, many of the Class Members likely will not obtain redress of their injuries and Defendants will retain the proceeds of their violations of the NYLL.

**AS AND FOR A FIRST CAUSE OF ACTION ON BEHALF OF  
PLAINTIFFS AND THE FLSA COLLECTIVE  
FOR FAILURE TO PAY OVERTIME, AN FLSA VIOLATION**

95. Plaintiffs, on behalf of themselves and the FLSA Collective, reallege and incorporate by reference all previous paragraphs as if they were set forth again herein.

96. Defendants employed Plaintiffs and the FLSA Collective for workweeks longer than forty (40) hours and willfully failed to compensate them for the time worked in excess of forty (40) hours per week at a rate of one and one-half (1.5) times their regularly hourly rate, in

violation of the requirements of the FLSA, 29 U.S.C. § 207(a)(1).

97. The complete records concerning the number of hours worked by Plaintiffs and the FLSA Collective, as well as the compensation they received in workweeks in which excess hours were worked, are in the exclusive possession and control of the Defendants, and as such, Plaintiffs and the FLSA Collective are unable to state at this time the exact amount due and owing to them.

98. As a consequence of the willful underpayment of wages, alleged above, Plaintiffs and the FLSA Collective have incurred damages thereby and the Defendants are indebted to them in the amount of the unpaid overtime compensation, together with interest, liquidated damages, costs, and attorneys' fees, in an amount to be determined at trial.

99. Because Defendants' violations of the FLSA have been willful and because Defendants failed to post any posters appraising Plaintiffs and the FLSA Collective of their overtime pay rights, as required by the U.S. Department of Labor, the three-year statute of limitations pursuant to 29 U.S.C. § 255 should be equitably tolled for a six-year statute of limitations.

**AS AND FOR A SECOND CAUSE OF ACTION ON BEHALF OF PLAINTIFFS AND THE CLASS MEMBERS FOR FAILURE TO PAY OVERTIME, A NYLL VIOLATION**

100. Plaintiffs, on behalf of themselves and the Class Members, reallege and incorporate by reference all previous paragraphs as if they were set forth again herein.

101. Defendants employed Plaintiffs and the Class Members for workweeks longer than forty (40) hours and willfully failed to compensate them for the time worked in excess of forty (40) hours per week, at a rate of one and one-half (1.5) times their regular hourly rate, in violation of the requirements of the NYLL.

102. The complete records concerning the number of hours worked by Plaintiffs and the Class Members, as well as the compensation they received in workweeks in which overtime hours were worked, are in the exclusive possession and control of the Defendants, and as such, the Plaintiffs and the Class Members are unable to state at this time the exact amount due and owing to them.

103. By the course of conduct set forth above, Defendants have violated NYLL § 650, *et. seq.*, 12 N. Y. C. R. R. § 142-2.2.

104. At all times herein mentioned Defendants had a policy and practice of refusing to pay overtime compensation to Plaintiffs and the Class Members.

105. Defendants' failure to pay overtime compensation to Plaintiffs and the Class Members was willful within the meaning of NYLL §§ 198 and 663.

106. As a consequence of the willful underpayment of wages, alleged above, Plaintiffs and the Class Members have incurred damages thereby and the Defendants are indebted to them in the amount of the unpaid overtime compensation and such other legal and equitable relief from the Defendants' unlawful and willful conduct as the Court Deems just and proper.

107. Plaintiffs and the Class Members seek recovery of liquidated damages, attorneys' fees, and costs to be paid by the Defendants as provided by the NYLL.

**AS AND FOR A THIRD CAUSE OF ACTION ON BEHALF OF PLAINTIFFS AND THE CLASS MEMBERS FOR BREACH OF CONTRACT -PREVAILING WAGES**

108. Plaintiffs, on behalf of themselves and the Class Members, reallege and incorporate by reference all previous paragraphs as if they were set forth again herein.

109. Upon information and belief, the Public Works Contracts entered into by Defendants contained schedules of the prevailing rates of wages and supplemental benefits to be

paid to Plaintiffs and the Class Members.

110. Those prevailing rates of wages and supplemental benefits were made a part of the Public Works Contracts for the benefit of the Plaintiffs and the Class Members.

111. Defendants willfully breached the Public Works Contracts by failing to pay Plaintiffs and the Class Members the prevailing wages and supplemental benefits to which they were entitled for all labor they performed upon the public works projects.

112. As a result of its breach of the Public Works Contracts, Defendants are liable to Plaintiffs and the Class Members in an amount to be determined by the Court.

**AS AND FOR A FOURTH CAUSE OF ACTION (PLED IN THE ALTERNATIVE)**  
**ON BEHALF OF PLAINTIFFS AND THE CLASS MEMBERS**  
**FOR UNJUST ENRICHMENT**

113. Plaintiffs, on behalf of themselves and the Class Members, reallege and incorporate by reference all previous paragraphs as if they were set forth again herein.

114. Plaintiffs and the Class Members have performed numerous and valuable services at the request and for the benefit of Defendants, on various public works projects.

115. Upon information and belief, when Defendants entered into the Public Works Contracts, they agreed to pay the required prevailing wages, overtime and supplemental benefit rates to Plaintiffs and the Class Members.

116. Upon information and belief, Defendants billed the public employer for labor performed by Plaintiffs and the Class Members at the higher prevailing, overtime and supplemental benefit rates, which Defendants unlawfully kept for themselves and willfully failed to pay over to Plaintiffs and the Class Members.

117. As a consequence of said failure, Defendants were unjustly enriched for work and services performed by Plaintiffs and the Class Members in an amount which will be determined

by the Court.

**AS AND A FIFTH CAUSE OF ACTION FOR RELIEF ON BEHALF OF PLAINTIFFS  
AND THE CLASS MEMBERS FOR NOTICE VIOLATIONS – NYLL§195(1)**

118. Plaintiffs, on behalf of themselves and the Class Members, reallege and incorporate by reference all previous paragraphs as if they were set forth again herein.

119. Defendants failed to provide Plaintiffs and the Class Members with the notices required by NYLL §195(1).

120. As a result of Defendants' unlawful conduct, Plaintiffs and the Class Members are entitled to an award of damages, in amount to be determined at trial, plus costs and attorneys' fees, as provided by NYLL §198.

**AS AND FOR A SIXTH CAUSE OF ACTION FOR RELIEF ON BEHALF OF  
PLAINTIFFS AND THE CLASS MEMBERS FOR  
WAGE STATEMENT VIOLATIONS –NYLL§195(3)**

121. Plaintiffs, on behalf of themselves and the Class Members, reallege and incorporate by reference all previous paragraphs as if they were set forth again herein.

122. Defendants failed to provide Plaintiff and the Class Members with sufficiently detailed wage statements, as required by NYLL §195(3).

123. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members are entitled to an award of damages in amount to be determined at trial, plus costs and attorneys' fees, as provided by NYLL §198.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs, on behalf of themselves and the FLSA Collective, respectfully request that they be awarded the following relief:

- A. A Declaration that Defendants have violated the FLSA and other applicable employment laws, and that said violations were willful;



- B. Judgment against Defendants for breach of contract, in an amount to be determined by the Court;
- C. Judgment against Defendants for unjust enrichment, in an amount to be determined by the Court;
- D. Designation of this action as a collective action on behalf of the FLSA Collective members (asserting FLSA claims and state claims) and prompt issuance of notice pursuant to 29 U.S.C. §216(b) to all similarly situated members of the FLSA opt-in class, apprising them of the pendency of this action, and permitting them to assert timely FLSA claims and state claims in this action by filing individual Consent To Sue forms pursuant to 29 U.S.C. §216(b);
- E. Designation of Plaintiffs as Representatives of the FLSA Collective members;
- F. Designation of this action as a class action pursuant to Fed. R. Civ. P. 23;
- G. Designation of Plaintiffs as Class Representatives of the Rule 23 Class;
- H. An award of damages, according to proof, including FLSA and NYLL liquidated damages, to be paid by Defendants;
- I. Penalties available under applicable laws;
- J. Costs of action incurred herein, including expert fees;
- K. Attorneys' fees, including fees pursuant to the FLSA and NYLL, and other applicable statutes;
- L. Pre-judgment and post-judgment interest, as provided by law; and
- M. Such other and further legal and equitable relief as this Court deems necessary, just and proper.

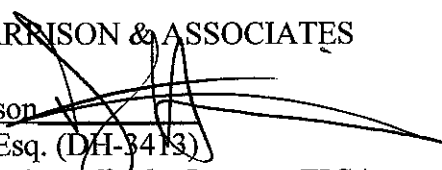
### **JURY TRIAL DEMAND**

Plaintiffs, on behalf of themselves, the FLSA collective and the Class Members, demand a trial by jury on all causes of action and claims with respect to which they have a right to a jury trial.

Dated: Red Bank, New Jersey  
September 6, 2012

Respectfully Submitted,

HARRISON, HARRISON & ASSOCIATES

  
/s/David Harrison  
David Harrison, Esq. (DH-3413)  
*Attorneys for the Plaintiffs, the Putative FLSA  
Collective and Putative Class Members*  
110 State Highway 35, 2<sup>nd</sup> Floor  
Red Bank, New Jersey 07701  
Telephone: (718) 799-9111  
Facsimile: (718) 799-9171  
nycotlaw@gmail.com





# Exhibit A

34156

**MC & O Contracting Inc**

Employee					SSN	Status (Fed/State)	Allowances/Extra
Carlos G. Inga, 7 Abbeville Lane, Greenburgh, NY 10607					***-**-7278	Married/Married	Fed-2/0/NY-2/0
					Pay Period: 07/23/2012 - 07/29/2012		Pay Date: 08/03/2012
Earnings and Hours	Qty	Rate	Current	YTD Amount			
Hourly	8:00	16.00	128.00	8,051.72			
Supplemental Benefits			0.00	575.68			
			128.00	8,627.40			
Taxes			Current	YTD Amount			
NY - City Resident			0.00	-193.93			
Federal Withholding			0.00	-459.00			
Social Security Employee			-5.37	-338.17			
Medicare Employee			-1.88	-125.10			
NY - Withholding			0.00	-308.51			
NY - Disability			-0.60	-9.00			
			-7.83	-1,433.71			
Net Pay			120.17	7,193.69			

MC &amp; O CONTRACTING INC, PO BOX 780187, MASPETH, NY 11378, TEL: 718 803 3576 FAX: 718 803 3569 718 803 3576

11447

Employee					SSN	Status (Fed/State)	Allowances/Extra
Carlos G. Inga, 7 Abbeville Lane, Greenburgh, NY 10607					***-**-7278	Married/Married	Fed-2/0/NY-2/0
					Pay Period: 07/23/2012 - 07/29/2012		Pay Date: 08/03/2012
Earnings and Hours	Qty	Rate	Current	YTD Amount			
Hourly	38:00	16.00	608.00	10,201.18			
Supplemental Benefits			0.00	1,685.92			
			608.00	11,887.10			
Taxes			Current	YTD Amount			
NY - City Resident			-13.52	-280.14			
Federal Withholding			-31.00	-681.00			
Social Security Employee			-25.54	-428.45			
Medicare Employee			-8.81	-172.36			
NY - Withholding			-21.37	-446.29			
NY - Disability Employee			-0.60	-10.80			
			-100.84	-2,019.04			
Net Pay			507.16	9,868.06			

MC &amp; O BUILDERS INC, PO BOX 780227, MASPETH, NY 11378 718 803 3576

Employee					SSN	Status (Fed/State)	Allowances/Extra
Andres Salgado, 1532 North Amsterdam Avenue, Apt 4, New York, NY 10031					***-**-1085	Married/Married	Fed-10/0/NY-10/0 Pay Date: 01/20/2012
					Pay Period: 01/09/2012 - 01/15/2012		
Earnings and Hours		Qty	Rate	Current	YTD Amount		
Hourly		38:00	14.00	532.00	1,000.93		
Supplemental Benefits				0.00	143.92		
				532.00	1,144.85		
Taxes				Current	YTD Amount		
NY - City Resident				-5.35	-13.36		
Federal Withholding				0.00			
Social Security Employee				-22.34	-42.04		
Medicare Employee				-7.71	-16.60		
NY - Withholding				-8.05	-20.40		
NY - Disability Employee				-0.60	-1.20		
				-44.05	-93.60		
Net Pay				487.95	1,051.25		

Estimado 4,300.500

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2

MC & O BUILDERS INC, PO BOX 780227, MASPETH, NY 11378 718 803 3576

### MC & O Contracting Inc

30361

Employee					SSN	Status (Fed/State)	Allowances/Extra
Andres Salgado, 1532 North Amsterdam Avenue, Apt 4, New York, NY 10031					***-**-1085	Married/Married	Fed-10/0/NY-10/0 Pay Date: 01/20/2012
					Pay Period: 01/09/2012 - 01/15/2012		
Earnings and Hours		Qty	Rate	Current	YTD Amount		
Hourly		8:00	14.00	112.00	560.00		
Taxes				Current	YTD Amount		
NY - City Resident				0.00	-2.85		
Federal Withholding				0.00			
Social Security Employee				0.00	-27.78		
Medicare Employee				-1.62	-8.12		
NY - Withholding				0.00	-4.48		
NY - Disability				-0.56	-1.16		
				-2.18	-44.39		
Net Pay				109.82	515.61		

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2

MC & O CONTRACTING INC, PO BOX 780187, MASPETH, NY 11378, TEL: 718 803 3576 FAX: 718 803 3569 718 803 3576

Employee					SSN	Status (Fed/State)	Allowances/Extra
Andres Salgado, 1532 North Amsterdam Avenue, Apt 4, New York, NY 10031					***-**-1085	Married/Married	Fed-10/0/NY-10/0
					Pay Period: 12/12/2011 - 12/18/2011		Pay Date: 12/23/2011
Earnings and Hours		Qty	Rate	Current	YTD Amount		
Hourly		32:30	14.00	455.00	10,850.00		
Taxes				Current	YTD Amount		
NY - City Resident				-3.00	-89.29		
Federal Withholding				0.00			
Social Security Employee				-19.11	-455.70		
Medicare Employee				-6.60	-157.33		
NY - Withholding				-4.76	-135.78		
NY - Disability Employee				-0.60	-13.80		
				-34.07	-851.90		
Net Pay				420.93	9,998.10		

MC &amp; O BUILDERS INC, PO BOX 780227, MASPETH, NY 11378 718 803 3576

**MC & O Contracting Inc**

29788

Employee					SSN	Status (Fed/State)	Allowances/Extra
Andres Salgado, 1532 North Amsterdam Avenue, Apt 4, New York, NY 10031					***-**-1085	Married/Married	Fed-10/0/NY-10/0
					Pay Period: 12/12/2011 - 12/18/2011		Pay Date: 12/23/2011
Earnings and Hours		Qty	Rate	Current	YTD Amount		
Hourly		14:00	14.00	196.00	16,103.55		
Supplemental Benefits				0.00	6,085.76		
				196.00	22,189.31		
Taxes				Current	YTD Amount		
NY - City Resident				0.00	-295.96		
Federal Withholding				0.00			
Social Security Employee				-8.23	-676.35		
Medicare Employee				-2.84	-321.74		
NY - Withholding				0.00	-464.25		
NY - Disability				-0.60	-25.80		
				-11.67	-1,784.10		
Adjustments to Net Pay				Current	YTD Amount		
Safety Training & Cards				0.00	-70.00		
Net Pay				184.33	20,335.21		

MC &amp; O CONTRACTING INC, PO BOX 780187, MASPETH, NY 11378, TEL: 718 803 3576 FAX: 718 803 3569 718 803 3576

Employee					SSN	Status (Fed/State)	Allowances/Extra
Andres Salgado, 1532 Amsterdam Ave, New York, NY 10031					**-**-1085	Married/Single	Fed-0/0/NY-0/0
					Pay Period: 08/28/2010 - 09/02/2010		Pay Date: 09/10/2010
Earnings and Hours		Qty	Rate	Current	YTD Amount		
Hourly		50:30	14.00	707.00	2,794.80		
Supplemental Benefits				0.00	452.20		
				707.00	3,247.00		
Taxes				Current	YTD Amount		
NY - City Resident				-19.23	-72.90		
Federal Withholding				-56.00	-174.00		
Social Security Employee				-43.84	-173.28		
Medicare Employee				-10.25	-47.08		
NY - Withholding				-31.61	-116.21		
NY - Disability				-0.60	-4.20		
				-181.53	-587.67		
Net Pay				545.47	2,659.33		

MC & O CONTRACTING INC, PO BOX 780187, MASPETH, NY 11378, TEL: 718 803 3576 FAX: 718 803 3569 718 803 3576

## MC &amp; O Contracting Inc

13391

Employee					SSN	Status (Fed/State)	Allowances/Extra
Jose R Clavijo, 97-07 43rd Avenue, Corona, NY 11368					***-**-5072	Married using Single Rate/Single	Fed-4/0/NY-0/0
					Pay Period: 08/28/2010 - 09/03/2010		Pay Date: 09/10/2010
Earnings and Hours		Qty	Rate	Current	YTD Amount		
Hourly		50.30	14.00	707.00	2,887.00		
Taxes				Current	YTD Amount		
NY - City Resident				-19.23	-59.55		
Federal Withholding				-42.00	-62.00		
Social Security Employee				-13.83	-178.99		
Medicare Employee				-10.25	-41.86		
NY - Withholding				-31.61	-93.18		
NY - Disability				-0.60	-4.40		
				-147.52	-439.78		
Net Pay				559.48	2,447.22		

MC &amp; O CONTRACTING INC, PO BOX 780187, MASPETH, NY 11378, TEL: 718 803 3576 FAX 718 803 3569 718 803 3576

Employee					SSN	Status (Fed/State)	Allowances/Extra
Martin V Velasquez Burgos, 99-07 32nd Avenue, East Elmhurst, NY 11369					***-**-5305	Married/Single	Fed-0/0/NY-0/0
					Pay Period: 09/11/2010 - 09/17/2010		Pay Date: 09/24/2010
Earnings and Hours		Qty	Rate	Current	YTD Amount		
Hourly		53.30	16.00	856.00	4,425.13		
Supplemental Benefits				0.00	384.37		
				856.00	4,809.50		
Taxes				Current	YTD Amount		
NY - City Resident				-25.04	-115.21		
Federal Withholding				-78.00	-292.00		
Social Security Employee				-53.07	-274.36		
Medicare Employee				-12.41	-69.74		
NY - Withholding				-41.81	-185.72		
NY - Disability				-0.60	-5.40		
				-210.93	-942.43		
Net Pay				645.07	3,867.07		

MC & O CONTRACTING INC, PO BOX 780187, MASPE TH, NY 11378, TEL: 718 803 3576 FAX: 718 803 3569 718 803 3576



Employee					SSN	Status (Fed/State)	Allowances/Extra
Martin V. Velasquez Burgos, 99-07 32nd Avenue, East Elmhurst, NY 11369					***-**-5305	Married/Married	Fed-0/0/NY-0/0
					Pay Period: 01/09/2012 - 01/15/2012		Pay Date: 01/20/2012
Earnings and Hours	Qty	Rate	Current	YTD Amount			
Hourly	38.30	16.00	616.00	1,141.86			
Supplemental Benefits			0.00	287.84			
			616.00	1,429.70			
Taxes			Current	YTD Amount			
NY - City Resident			-15.30	-38.31			
Federal Withholding			-52.00	-134.00			
Social Security Employee			-25.87	-47.96			
Medicare Employee			-8.93	-20.73			
NY - Withholding			-24.71	-62.97			
NY - Disability Employee			-0.60	-1.20			
			-127.41	-305.17			
Net Pay			488.59	1,124.53			

MC &amp; O BUILDERS INC, PO BOX 780227, MASPETH, NY 11378 718 803 3576

## MC &amp; O Contracting Inc

30489

Employee					SSN	Status (Fed/State)	Allowances/Extra
Martin V. Velasquez Burgos, 99-07 32nd Avenue, East Elmhurst, NY 11369					***-**-5305	Married/Married	Fed-0/0/NY-0/0
					Pay Period: 01/09/2012 - 01/15/2012		Pay Date: 01/20/2012
Earnings and Hours	Qty	Rate	Current	YTD Amount			
Hourly	8.00	16.00	128.00	640.00			
Taxes			Current	YTD Amount			
NY - City Resident			-0.42	-11.82			
Federal Withholding			0.00	-37.00			
Social Security Employee			0.00	-31.74			
Medicare Employee			-1.86	-9.28			
NY - Withholding			0.00	-17.75			
NY - Disability			-0.60	-1.20			
			-2.88	-108.79			
Net Pay			125.12	531.21			

MC &amp; O CONTRACTING INC, PO BOX 780187, MASPETH, NY 11378, TEL: 718 803 3576 FAX: 718 803 3569 718 803 3576

Employee				SSN	Status (Fed/State)	Allowances/Extra
Martin V. Velasquez Burgos, 99-07 32nd Avenue, East Elmhurst, NY 11369				***-**-6305	Married/Married	Fed-0/0/NY-0/0
				Pay Period: 12/05/2011 - 12/11/2011		Pay Date: 12/16/2011
Earnings and Hours		Qty	Rate	Current	YTD Amount	
Hourly		8:30	16.00	136.00	11,421.86	
Supplemental Benefits				0.00	287.84	
				136.00	11,709.70	
Taxes				Current	YTD Amount	
NY - City Resident				-0.57	-280.82	
Federal Withholding				0.00	-967.00	
Social Security Employee				-5.71	-479.72	
Medicare Employee				-1.97	-169.79	
NY - Withholding				0.00	-449.31	
NY - Disability Employee				-0.60	-12.60	
				-8.85	-2,359.24	
Net Pay				127.15	9,350.46	

MC &amp; O BUILDERS INC, PO BOX 780227, MASPETH, NY 11378 718 803 3576

**MC & O Contracting Inc**

29736

Employee				SSN	Status (Fed/State)	Allowances/Extra
Martin V. Velasquez Burgos, 99-07 32nd Avenue, East Elmhurst, NY 11369				***-**-6305	Married/Married	Fed-0/0/NY-0/0
				Pay Period: 12/05/2011 - 12/11/2011		Pay Date: 12/16/2011
Earnings and Hours		Qty	Rate	Current	YTD Amount	
Hourly		38:00	16.00	608.00	19,859.28	
Supplemental Benefits				0.00	6,630.60	
				608.00	26,489.88	
Taxes				Current	YTD Amount	
NY - City Resident				-14.99	-707.62	
Federal Withholding				-52.00	-2,524.00	
Social Security Employee				-25.54	-834.09	
Medicare Employee				-8.81	-384.10	
NY - Withholding				-24.17	-1,168.44	
NY - Disability				-0.60	-25.20	
				-126.11	-5,643.45	
Adjustments to Net Pay				Current	YTD Amount	
Safety Training & Cards				0.00	-70.00	
Net Pay				481.89	20,776.43	

MC &amp; O CONTRACTING INC, PO BOX 780187, MASPETH, NY 11378, TEL: 718 803 3576 FAX: 718 803 3569 718 803 3576

**MC & O Contracting Inc****29695**

Employee					SSN	Status (Fed/State)	Allowances/Extra
Jose R. Clavijo, 103-14 37th Avenue, Corona, NY 11368					***-**-5072	Single/Single	Fed-3/0/NY-3/0
					Pay Period: 12/05/2011 - 12/11/2011		Pay Date: 12/16/2011
Earnings and Hours		Qty	Rate	Current	YTD Amount		
Hourly		32:30	14.00	455.00	18,623.38		
Supplemental Benefits				0.00	6,445.56		
				455.00	25,068.94		
Taxes				Current	YTD Amount		
NY - City Resident				-7.51	-552.78		
Federal Withholding				-22.00	-1,971.00		
Social Security Employee				-19.11	-782.18		
Medicare Employee				-8.60	-363.50		
NY - Withholding				-11.55	-891.42		
NY - Disability				-0.60	-27.00		
				-67.37	-4,587.88		
Adjustments to Net Pay				Current	YTD Amount		
Safety Training & Cards				0.00	-55.00		
Net Pay				387.63	20,426.06		

MC &amp; O CONTRACTING INC, PO BOX 780187, MASPETH, NY 11378, TEL: 718 803 3576 FAX: 718 803 3569 718 803 3576

**6474**

Employee					SSN	Status (Fed/State)	Allowances/Extra
Jose R. Clavijo, 103-14 37th Avenue, Corona, NY 11368					***-**-5072	Single/Single	Fed-3/0/NY-3/0
					Pay Period: 12/05/2011 - 12/11/2011		Pay Date: 12/16/2011
Earnings and Hours		Qty	Rate	Current	YTD Amount		
Hourly		14:00	14.00	196.00	8,792.00		
Taxes				Current	YTD Amount		
NY - City Resident				-0.80	-153.87		
Federal Withholding				0.00	-474.00		
Social Security Employee				-8.23	-369.26		
Medicare Employee				-2.84	-127.48		
NY - Withholding				-0.17	-235.88		
NY - Disability Employee				-0.60	-11.40		
				-12.64	-1,371.89		
Net Pay				183.36	7,420.11		

MC &amp; O BUILDERS INC, PO BOX 780227, MASPETH, NY 11378 718 803 3576

**MC & O Contracting Inc****29183**Employee  
Jose R. Clavijo, 103-14 37th Avenue, Corona, NY 11368SSN  
\*\*\*-\*\*-5072  
Status (Fed/State)  
Single/Single  
Pay Period: 11/07/2011 - 11/13/2011Allowances/Extra  
Fed-3/0/NY-3/0  
Pay Date: 11/18/2011

Earnings and Hours	Qty	Rate	Current	YTD Amount
Hourly	32:30	14.00	455.00	17,776.38
Supplemental Benefits			0.00	6,445.56
			455.00	24,221.94

Taxes	Current	YTD Amount
NY - City Resident	-7.51	-543.67
Federal Withholding	-22.00	-1,949.00
Social Security Employee	-19.11	-746.61
Medicare Employee	-6.60	-351.22
NY - Withholding	-11.55	-879.53
NY - Disability	-0.60	-25.20
	-67.37	-4,495.23

Adjustments to Net Pay	Current	YTD Amount
Safety Training & Cards	0.00	-55.00

Net Pay	Current	YTD Amount
	387.63	19,671.71

MC &amp; O CONTRACTING INC, PO BOX 780187, MASPETH, NY 11378, TEL: 718 803 3576 FAX: 718 803 3569 718 803 3576

**5529**Employee  
Jose R. Clavijo, 103-14 37th Avenue, Corona, NY 11368SSN  
\*\*\*-\*\*-5072  
Status (Fed/State)  
Single/Single  
Pay Period: 11/07/2011 - 11/13/2011Allowances/Extra  
Fed-3/0/NY-3/0  
Pay Date: 11/18/2011

Earnings and Hours	Qty	Rate	Current	YTD Amount
Hourly	14:00	14.00	196.00	7,126.00

Taxes	Current	YTD Amount
NY - City Resident	-0.80	-126.66
Federal Withholding	0.00	-392.00
Social Security Employee	-8.23	-299.29
Medicare Employee	-2.84	-103.33
NY - Withholding	-0.17	-194.87
NY - Disability Employee	-0.60	-9.00
	-12.64	-1,125.15

Net Pay	Current	YTD Amount
	183.36	6,000.85

MC &amp; O BUILDERS INC, PO BOX 780227, MASPETH, NY 11378 718 803 3576

4581

<u>Employee</u>				<u>SSN</u>	<u>Status (Fed/State)</u>	<u>Allowances/Extra</u>
Jose R. Clavijo, 103-14 37th Avenue, Corona, NY 11368				***-**-5072	Single/Single	Fed-3/0/NY-3/0
				Pay Period: 10/03/2011 - 10/09/2011		Pay Date: 10/14/2011
<u>Earnings and Hours</u>	<u>Qty</u>	<u>Rate</u>	<u>Current</u>	<u>YTD Amount</u>		
Hourly	32:30	14.00	455.00	4,802.00		
<u>Taxes</u>			<u>Current</u>	<u>YTD Amount</u>		
NY - City Resident			-7.51	-84.43		
Federal Withholding			-22.00	-257.00		
Social Security Employee			-19.11	-201.68		
Medicare Employee			-8.60	-69.63		
NY - Withholding			-11.55	-130.34		
NY - Disability Employee			-0.60	-6.00		
			-67.37	-749.08		
Net Pay			387.63	4,052.92		

MC &amp; O BUILDERS INC, PO BOX 780227, MASPETH, NY 11378 718 803 3576

**MC & O Contracting Inc**

28463

<u>Employee</u>				<u>SSN</u>	<u>Status (Fed/State)</u>	<u>Allowances/Extra</u>
Jose R. Clavijo, 103-14 37th Avenue, Corona, NY 11368				***-**-5072	Single/Single	Fed-3/0/NY-3/0
				Pay Period: 10/03/2011 - 10/09/2011		Pay Date: 10/14/2011
<u>Earnings and Hours</u>	<u>Qty</u>	<u>Rate</u>	<u>Current</u>	<u>YTD Amount</u>		
Hourly	14:00	14.00	196.00	15,445.38		
Supplemental Benefits			0.00	6,445.56		
			196.00	21,890.94		
<u>Taxes</u>			<u>Current</u>	<u>YTD Amount</u>		
NY - City Resident			-0.80	-484.38		
Federal Withholding			0.00	-1,669.00		
Social Security Employee			-8.24	-648.71		
Medicare Employee			-2.84	-317.42		
NY - Withholding			-0.17	-780.39		
NY - Disability			-0.60	-22.80		
			-12.65	-3,922.70		
<u>Adjustments to Net Pay</u>			<u>Current</u>	<u>YTD Amount</u>		
Safety Training & Cards			0.00	-55.00		
Net Pay			183.35	17,913.24		

MC &amp; O CONTRACTING INC, PO BOX 780187, MASPETH, NY 11378, TEL: 718 803 3576 FAX: 718 803 3569 718 803 3576

Employee					SSN	Status (Fed/State)	Allowances/Extra
Luis A. Garces, 37-35 95th Street, Jackson Heights, NY 11372					***-**-4722	Married/Married	Fed-4/0/NY-4/0
					Pay Period: 08/27/2011 - 09/02/2011		
					Pay Date: 09/09/2011		
Earnings and Hours		Qty	Rate	Current	YTD Amount		
Hourly		40.00	14.00	560.00	6,034.00		
Taxes				Current	YTD Amount		
NY - City Resident				-10.33	-90.61		
Federal Withholding				-12.00	-83.00		
Social Security Employee				-23.52	-253.43		
Medicare Employee				-8.12	-87.49		
NY - Withholding				-16.04	-139.62		
NY - Disability Employee				-0.60	-8.96		
				-70.61	-663.11		
Net Pay				489.39	5,370.89		

MC &amp; O BUILDERS INC, PO BOX 780227, MASPETH, NY 11378 718 803 3576

**MC & O Contracting Inc**

27633

Employee					SSN	Status (Fed/State)	Allowances/Extra
Luis A. Garces, 37-35 95th Street, Jackson Heights, NY 11372					***-**-4722	Married/Married	Fed-4/0/NY-4/0
					Pay Period: 08/27/2011 - 09/02/2011		
					Pay Date: 09/09/2011		
Earnings and Hours		Qty	Rate	Current	YTD Amount		
Hourly		13:30	14.00	189.00	13,575.60		
Supplemental Benefits				0.00	3,801.06		
				189.00	17,376.66		
Taxes				Current	YTD Amount		
NY - City Resident				-0.12	-332.64		
Federal Withholding				0.00	-547.00		
Social Security Employee				-7.94	-570.18		
Medicare Employee				-2.74	-251.96		
NY - Withholding				0.00	-533.24		
NY - Disability				-0.60	-20.29		
				-11.40	-2,255.31		
Net Pay				177.60	15,121.35		

MC &amp; O CONTRACTING INC, PO BOX 780187, MASPETH, NY 11378, TEL: 718 803 3576 FAX: 718 803 3569 718 803 3576

2371

<b>Employee</b>					<b>SSN</b>	<b>Status (Fed/State)</b>	<b>Allowances/Extra</b>
Luis A. Garces, 37-35 95th Street, Jackson Heights, NY 11372					***-**-4722	Married/Married	Fed-4/0/NY-4/0
					Pay Period: 06/18/2011 - 06/24/2011		Pay Date: 06/30/2011

<b>Earnings and Hours</b>	<b>Qty</b>	<b>Rate</b>	<b>Current</b>	<b>YTD Amount</b>
Hourly	40:00	14.00	560.00	2,457.00

<b>Taxes</b>	<b>Current</b>	<b>YTD Amount</b>
NY - City Resident	-10.33	-30.89
Federal Withholding	-12.00	-31.00
Social Security Employee	-23.52	-103.19
Medicare Employee	-8.12	-35.63
NY - Withholding	-16.04	-47.47
NY - Disability Employee	-0.60	-4.76
	-70.61	-252.94

<b>Net Pay</b>		489.39	2,204.03
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MC &amp; O BUILDERS INC, PO BOX 780227, MASPETH, NY 11378 718 803 3576

**MC & O Contracting Inc**

25638

<b>Employee</b>					<b>SSN</b>	<b>Status (Fed/State)</b>	<b>Allowances/Extra</b>
Luis A. Garces, 37-35 95th Street, Jackson Heights, NY 11372					***-**-4722	Married/Married	Fed-4/0/NY-4/0
					Pay Period: 06/18/2011 - 06/24/2011		Pay Date: 06/30/2011

<b>Earnings and Hours</b>	<b>Qty</b>	<b>Rate</b>	<b>Current</b>	<b>YTD Amount</b>
Hourly	9:00	14.00	126.00	10,888.02
Supplemental Benefits			0.00	2,937.54
			126.00	13,825.56

<b>Taxes</b>	<b>Current</b>	<b>YTD Amount</b>
NY - City Resident	0.00	-269.37
Federal Withholding	0.00	-417.00
Social Security Employee	-5.30	-457.30
Medicare Employee	-1.83	-200.47
NY - Withholding	0.00	-430.17
NY - Disability	-0.60	-15.00
	-7.73	-1,789.31

<b>Net Pay</b>		118.27	12,036.25
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MC &amp; O CONTRACTING INC, PO BOX 780187, MASPETH, NY 11378, TEL: 718 803 3576 FAX: 718 803 3569 718 803 3576

11533

<b>Employee</b>				<b>SSN</b>	<b>Status (Fed/State)</b>	<b>Allowances/Extra</b>
Luis Pablo Taipe, 57-68 Xenia Street, Corona, NY 11368				***-**-3888	Married/Married	Fed-5/0/NY-5/0
				Pay Period: 07/23/2012 - 07/29/2012		Pay Date: 08/03/2012
<b>Earnings and Hours</b>	<b>Qty</b>	<b>Rate</b>	<b>Current</b>	<b>YTD Amount</b>		
Hourly	40:00	17.00	680.00	10,378.50		
<b>Taxes</b>			<b>Current</b>	<b>YTD Amount</b>		
NY - City Resident			-14.05	-174.73		
Federal Withholding			-16.00	-140.00		
Social Security Employee			-28.58	-435.90		
Medicare Employee			-9.86	-150.49		
NY - Withholding			-22.29	-272.18		
NY - Disability Employee			-0.60	-13.20		
			-91.36	-1,186.50		
<b>Net Pay</b>			588.64	9,192.00		

MC &amp; O BUILDERS INC, PO BOX 780227, MASPETH, NY 11378 718 803 3576

**MC & O Contracting Inc**

34193

<b>Employee</b>				<b>SSN</b>	<b>Status (Fed/State)</b>	<b>Allowances/Extra</b>
Luis Pablo Taipe, 57-68 Xenia Street, Corona, NY 11368				***-**-3888	Married/Married	Fed-5/0/NY-5/0
				Pay Period: 07/23/2012 - 07/29/2012		Pay Date: 08/03/2012
<b>Earnings and Hours</b>	<b>Qty</b>	<b>Rate</b>	<b>Current</b>	<b>YTD Amount</b>		
Hourly	10:30	17.00	178.50	10,871.50		
<b>Taxes</b>			<b>Current</b>	<b>YTD Amount</b>		
NY - City Resident			0.00	-192.72		
Federal Withholding			0.00	-181.03		
Social Security Employee			-7.49	-456.60		
Medicare Employee			-2.59	-157.64		
NY - Withholding			0.00	-303.11		
NY - Disability			-0.60	-13.20		
			-10.68	-1,304.27		
<b>Net Pay</b>			167.82	9,567.23		

MC &amp; O CONTRACTING INC, PO BOX 780187, MASPETH, NY 11378, TEL: 718 803 3576 FAX: 718 803 3569 718 803 3576



3707

Employee  
Luis Pablo Taipe, 57-68 Xenia Street, Corona, NY 11368

SSN  
\*\*\*-3888  
Status (Fed/State)  
Married/Married  
Pay Period: 08/27/2011 - 09/02/2011

Allowances/Extra  
Fed-5/0/NY-5/0  
Pay Date: 09/09/2011

Earnings and Hours	Qty	Rate	Current	YTD Amount
Hourly	40:00	17.00	680.00	2,218.50

Taxes	Current	YTD Amount
NY - City Resident	-14.05	-42.15
Federal Withholding	-17.00	-51.00
Social Security Employee	-28.56	-93.18
Medicare Employee	-9.86	-32.17
NY - Withholding	-22.51	-67.53
NY - Disability Employee	-0.60	-2.40
	-92.58	-288.43

Net Pay	587.42	1,930.07
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MC & O BUILDERS INC, PO BOX 780227, MASPETH, NY 11378 718 803 3576

# MC & O Contracting Inc

27646

Employee  
Luis Pablo Taipe, 57-68 Xenia Street, Corona, NY 11368

SSN  
\*\*\*-3888  
Status (Fed/State)  
Married/Married  
Pay Period: 08/27/2011 - 09/02/2011

Allowances/Extra  
Fed-5/0/NY-5/0  
Pay Date: 09/09/2011

Earnings and Hours	Qty	Rate	Current	YTD Amount
Hourly	18:30	17.00	280.50	21,298.98
Supplemental Benefits			0.00	9,493.07
			280.50	30,793.05

Taxes	Current	YTD Amount
NY - City Resident	-1.49	-763.70
Federal Withholding	0.00	-1,546.00
Social Security Employee	-11.78	-894.60
Medicare Employee	-4.07	-446.50
NY - Withholding	-1.62	-1,267.17
NY - Disability	-0.60	-21.60
	-19.56	-4,939.57

Adjustments to Net Pay	Current	YTD Amount
Safety Training & Cards	0.00	-70.00
Net Pay	260.94	25,783.48

MC & O CONTRACTING INC, PO BOX 780187, MASPETH, NY 11378, TEL: 718 803 3576, FAX: 718 803 3589 718 803 3576



# Exhibit B

JULY 1, 2006  
THROUGH  
JUNE 30, 2007

OFFICE OF THE COMPTROLLER CITY OF NEW YORK PREVAILING WAGE SCHEDULE

**CLASSIFICATION: BRICKLAYER**

**WAGE RATE PER HOUR: \$39.87**

**SUPPLEMENTAL BENEFIT RATE PER HOUR: \$22.21**

**OVERTIME: (1, 5, 8, 9, and 13 when any of the following holidays are worked 2, 6, 8, 9, 10, 16 and 20) See Overtime and Holiday Legends.**

**PAID HOLIDAYS: (1) See Holiday Legend.**

**SHIFT RATES: Overtime rates to be paid outside the regular 8:00 A.M. to 4:00 P.M. work day.**

**(Bricklayer District Council)**

**BRICKLAYER APPRENTICESHIP RATE**

**Bricklayer**

**Wage Rate Per Hour:**

<b>First 750 Hours:</b>	<b>50% of Journeyperson's rate</b>
<b>Second 750 Hours:</b>	<b>60% of Journeyperson's rate</b>
<b>Third 750 Hours:</b>	<b>70% of Journeyperson's rate</b>
<b>Fourth 750 Hours:</b>	<b>80% of Journeyperson's rate</b>
<b>Fifth 750 Hours:</b>	<b>90% of Journeyperson's rate</b>
<b>Six 750 Hours:</b>	<b>95% of Journeyperson's rate</b>

**Supplemental Benefit Rate Per Hour: \$13.03**

**Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4**

**CLASSIFICATION: CARPENTER - BUILDING COMMERCIAL**

**WAGE RATE PER HOUR: \$41.23**

**SUPPLEMENTAL BENEFIT RATE PER HOUR: \$32.21**

**OVERTIME: (2, 5, 8, 9 and 13 when any of the following holidays are worked— 2, 5, 8, 9, 10, 11, 13, 16, 17 and 20). See Overtime and Holiday Legends.**

**PAID HOLIDAYS: (1) See Holiday Legend.**

**Continued on following page**

**EFFECTIVE PERIOD: JANUARY 2, 2007 THROUGH JUNE 30, 2007**

OFFICE OF THE COMPTROLLER CITY OF NEW YORK PREVAILING WAGE SCHEDULE**CLASSIFICATION: MARBLE MECHANIC**

	<u>Wage Rate</u> <u>Per Hour</u>	<u>Supplemental</u> <u>Benefit Rate</u> <u>Per Hour</u>
Marble Setter	\$41.03	\$26.15
Marble Finisher	\$33.75	\$25.73
Marble Polisher	\$32.51	\$19.80

**NOTE: Supplemental Benefit contributions are to be made at the applicable overtime rates.**

**OVERTIME:** (1 or 2 - chosen by Employer at the start of the project and then would last for the full duration of the project, 5, 8 and 13 when work is performed on any of the following holidays—2, 6, 7, 8, 9, 10, 11, 15, 16, 17 and 20) See Overtime and Holiday Legends.

**PAID HOLIDAYS:** (1) See Holiday Legend.

(Local #7)

**CLASSIFICATION: MASON TENDER**

**WAGE RATE PER HOUR:** \$29.85

**SUPPLEMENTAL BENEFIT RATE PER HOUR:** \$18.99

**OVERTIME:** (2, 5, 8, 9 and 13 when any of the following holidays are worked – 2, 6, 8, 9, 10, 16 and 20). See Overtime and Holiday Legends.

**PAID HOLIDAYS:** (1) See Holiday Legend.

**SHIFT RATES:** The Employer may work two (2) shifts with the first shift at the straight time wage rate and the second shift receiving eight (8) hours paid for Seven (7) hours work at the straight time wage rate or nine (9) hours paid for eight (8) hours' work, at the straight time wage rate. In addition, members of the second shift shall be allowed one-half (½) hour to eat, with this time being included in the seven (7) or eight (8) hours of work. In order to work the second shift, there must be a first shift, and shift work must be for a minimum of three (3) contiguous weekdays duration.

(Mason Tenders District Council – Local #79)

OFFICE OF THE COMPTROLLER CITY OF NEW YORK PREVAILING WAGE SCHEDULE**CLASSIFICATION:****MASON TENDER  
(INTERIOR DEMOLITION WORKER)**

Interior demolition work, shall include but not be limited to: The erection, building, moving, servicing and dismantling of all enclosures, scaffolding, barricades, protection and site safety structures etc. , on Interior Demolition jobs; the operation and servicing of all tools and equipment normally used in Interior Demolition work, including, without limitation, hand tools electric and pneumatic guns and drills; the demolition of walls, partitions, ceilings, suspension systems, floorings, concrete slabs with steel framing (where such slabs are removed in their entirety), storefronts, facades, roofing, parapets, sidewalks, curbs, and vaults (except for full depth saw cutting and core drilling of slabs); the dropping of duct work, electrical piping, plumbing piping, sprinkler piping, toilet fixtures, light fixtures, radiators and air conditioning equipment, where removals are in their entirety (i.e., a complete gut) and after (but not including) proper disconnection's and capping are performed by others; the carting of all such demolished and/or dropped walls, partitions, ceilings, suspension systems, flooring, concrete slabs with steel framing, storefronts, facades, roofing, parapets, sidewalks, curbs, vaults, duct work, electrical piping, plumbing piping, sprinkler piping, toilet fixtures, light fixtures, radiators and air conditioning equipment; the removal of non-hazardous fire proofing (such as required for beam pockets), window treatment (such as blinds, drapes and hardware), including related work performed by licensed burners and related fire watch duties; the removal of stairs, escalators, elevators, dumbwaiters, and conveyors; the sorting, salvaging, labeling, packaging and movement of such materials for disposal; the clean up of the work site and all other work and stand-by time incidental to the demolition, dropping, carting and removal of such materials; and the performance of hand excavation work and duties by flagmen on job sites where work is performed under this job specification.

**WAGE RATE PER HOUR:****Tier A# - \$29.35****Tier B# - \$19.05****SUPPLEMENTAL BENEFIT RATE PER HOUR:****Tier A# - \$16.39****Tier B# - \$10.20**

**OVERTIME: (2, 7 and 13 when any of the following holidays are worked – 2, 6, 8, 9, 10, 16 and 20). See Overtime and Holiday Legends.**

**PAID HOLIDAYS: (1) See Holiday Legend.**

**SHIFT RATES: None**

# On Interior Demolition job sites 33 1/3 % of the employees shall be classified as Tier A Interior Demolition Workers and 66 2/3 % shall be classified as Tier B Interior Demolition Workers; provided that the employer may employ more than 33 1/3 % Tier A Interior Demolition Workers on the job site. Where the number of employees on a job site is not divisible by 3, the first additional employee (above the number of employees divisible by three) shall be a Tier B Interior Demolition Worker, and the second additional employee shall be a Tier A Interior Demolition Worker.

**(Mason Tenders District Council)**

**EFFECTIVE PERIOD: JANUARY 2, 2007 THROUGH JUNE 30, 2007**

**Office of the Comptroller, City of New York**

**SHIFT RATES:**

For Repair and Maintenance Work, when shifts are required the first shift shall work eight (8) hours at the regular straight-time rate. The second shift shall work seven and one-half (7 ½) hours and receive eight (8) times the regular straight time hourly rate plus twenty-five (\$.25) cents. The third shift shall work seven (7) hours and receive eight (8) times the regular straight time hourly rate plus fifty (\$.50) cents. A thirty (30) minute lunch period shall not be considered as time worked.

(Local #5)

**CLASSIFICATION: BRICKLAYER**

**WAGE RATE PER HOUR: \$39.20**

**SUPPLEMENTAL BENEFIT RATE PER HOUR: \$21.66**

**OVERTIME:** (1, 5, 8, 9 and 13 when any of the following holidays are worked 2, 6, 8, 9, 10, 16, 20) See Overtime and Holiday Legends.

**PAID HOLIDAYS:** (1) See Holiday Legend.

**SHIFT RATES:** Overtime rates to be paid outside the regular 8:00 A.M. to 4:00 P.M. work day.

(Bricklayer District Council)

**CLASSIFICATION: CARPENTER - BUILDING COMMERCIAL**

**WAGE RATE PER HOUR: \$40.25**

**SUPPLEMENTAL BENEFIT RATE PER HOUR: \$30.36**

**OVERTIME:** (2, 5, 8, 9 and 13 when any of the following holidays are worked— 2, 5, 8, 9, 10, 11, 13, 16, 17, 20). See Overtime and Holiday Legends.

**PAID HOLIDAYS:** (1) See Holiday Legend.

**SHIFT RATES:** The second shift will receive one hour at the double time rate of pay for the last hour of the shift; eight hours pay for seven hours of work, nine hours pay for eight hours of work. There must be a first shift in order to work a second shift.

(Carpenters District Council)



**Office of the Comptroller, City of New York**

**CLASSIFICATION: CARPENTER - HEAVY CONSTRUCTION WORK**

(Construction of Engineering Structures and Building Foundations).

WAGE RATE PER HOUR: \$40.27

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$30.36

OVERTIME: (2, 5, 8, 9 and 13 when any of the following holidays are worked 2, 5, 8, 9, 10, 11, 13, 16, 17, 20). See Overtime and Holiday Legends.

PAID HOLIDAYS: (1) See Holiday Legend.

SHIFT RATES: Off shift work, commencing between 5:00 P.M. and 10:00 P.M. shall work eight and one half hours but will be paid for 9 hours, allowing for one half hour for lunch.

(Carpenters District Council)

**CLASSIFICATION: CEMENT AND CONCRETE WORKER**

WAGE RATE PER HOUR: \$32.65

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$21.38

SUPPLEMENTAL OVERTIME RATE FOR SATURDAYS: \$23.88

SUPPLEMENTAL OVERTIME RATE FOR SUNDAYS & HOLIDAYS: \$26.38

OVERTIME: (1, 2 for working with Dockbuilders on pile cap forms and for work below street level to the top of the foundation wall, not to exceed 2 feet or 3 feet above the sidewalk (brick shelf), when working on the foundation and structure. 5, 8 and 13 when any of the following holidays are worked -2, 6, 7, 8, 9, 10, 11, 13, 16, 20). See Overtime and Holiday Legends.

PAID HOLIDAYS: (19, 22) See Holiday Legend.

SHIFT RATES: On shift work extending over a twenty-four--hour period all shifts are paid at straight time.

(CEMENT CONCRETE WORKERS DISTRICT COUNCIL)

**Office of the Comptroller, City of New York**

**CLASSIFICATION: CEMENT MASON**

**WAGE RATE PER HOUR: \$36.25**

**SUPPLEMENTAL BENEFIT RATE PER HOUR: \$30.96**

**OVERTIME SUPPLEMENTAL BENEFIT RATE PER HOUR: \$45.96**

The Vacation and Annuity are paid at double the regular hourly rate when overtime hours are worked. All other benefits are paid at the straight time rate.

**OVERTIME:** (4, 6, 8 and 13 when any of the following holidays are worked – 2, 6, 7, 8, 9, 10, 11, 13, 16, 20) See Overtime and Holiday Legends.

**PAID HOLIDAYS:** Any Cement Mason who reports to work on Christmas Eve or New Year's Eve pursuant to his employer's instruction shall be entitled to three (3) hours afternoon pay without working.

**SHIFT RATES:** For an off shift day, (work at times other than the regular 8:00 A.M. to 3:30 P.M. work day) a cement mason shall be paid at the regular hourly rate plus a 25% per hour differential.

(Local #780)

**CLASSIFICATION: CORE DRILLER**

**CORE DRILLER**

**WAGE RATE PER HOUR: \$28.91\***

**CORE DRILLER HELPER**

**WAGE RATE PER HOUR: \$23.68+**

**First year in the industry - \$16.57+**

**Second year in the industry - \$18.94+**

**Third year in the industry - \$21.31+**

\* Effective 10/17/06 - \$2.16 to be allocated between the hourly wage and supplemental benefit

+ Effective 10/17/06 – The following amount is to be allocated between the hourly wage and supplemental benefit.

**Core Driller Helper- \$1.90**

**First year in the industry - \$1.33**

**Second year in the industry - \$1.52**

**Third year in the industry - \$1.71**

**Continued on following page**

**Office of the Comptroller, City of New York**

**CLASSIFICATION: IRON WORKER - STRUCTURAL**

WAGE RATE PER HOUR: \$37.65

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$43.88

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$44.26 (Staten Island)

**Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.**

OVERTIME: (2, 5, 8 and 13 when work is performed on any of the following holidays – 2, 7, 8, 9, 10, 16, 20). See Overtime and Holiday Legends.

PAID HOLIDAYS: (19, 22 if a half day is worked on these days). See Holiday Legend.

SHIFT RATES: Monday through Friday – First Shift: First eight hours are paid at straight time, double time paid thereafter. Second and third Shifts: First eight hours are paid at time and one-half, double time thereafter. Saturdays: All shifts, first eight hours paid at time and one-half, double time thereafter

(Local #40 & #361)

**CLASSIFICATION: LABORER**  
**(BUILDING, CONCRETE, EXCAVATING AND COMMON)**

Excavation and foundation work for buildings, landscaping in connection with building projects (original installation and re-construction), heavy construction and engineering work, landscaping in connection with heavy construction and engineering work (work performed on projects OTHER than building foundations including but not limited to pollution plants, sewers, parks, subways, bridges, highways, etc. (original installation and re-construction))

WAGE RATE PER HOUR: \$34.09

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$20.90

Continued on following page

**Office of the Comptroller, City of New York**

**OVERTIME:** (2, 5, 8 and 13 when work is performed on any of the following holidays – 2, 8, 9, 10, 11, 13, 16, 20). See Overtime and Holiday Legends.

**PAID HOLIDAYS:** (10, 16) See Holiday Legend.

**SHIFT RATES:** when two shifts are employed, single time rate shall be paid for each shift. When three shifts are found necessary, each shift shall work seven and one half hours (7 ½), but shall be paid for eight (8) hours of labor, and be permitted one half hour for lunch.

(Local #731)

**CLASSIFICATION: LANDSCAPER**

(Gardening in connection with the planting of street trees and the planting of trees in Parks but not as part of or in connection with other construction or reconstruction projects.)

	<b>Wage Rate Per Hour</b>	<b>Supplemental Benefit Rate Per Hour</b>
Gardener (Above 6 years experience)	\$ 15.75	\$ 3.50
Gardener (3 - 6 years experience)	\$ 15.00	\$ 3.50
Gardener (1-3 years experience)	\$ 13.00	\$ 3.50

**OVERTIME:** (2, 5, 8) See Overtime Legend. Supplemental Benefits shall include an additional Seventy Five (\$0.75) cents per hour for all overtime work performed.

**PAID HOLIDAYS:** (2, 8, 9, 10, 16 and 20). In the event that any employee is called to work on any of the above mentioned holidays, the employee shall receive, in addition to a full day's pay, pay at time and one-half (1 ½ times) for all work performed on that day.

**SHIFT RATES:** Work performed on a 4pm to 12am shift has a 15% differential. Work performed on a 12am to 8am shift has a 20% differential.

(Local 175)

Office of the Comptroller, City of New York**CLASSIFICATION: MARBLE MECHANIC**

	<u>Wage Rate</u> <u>Per Hour</u>	<u>Supplemental</u> <u>Benefit Rate</u> <u>Per Hour</u>
Marble Setter	\$38.86	\$25.73
Marble Finisher	\$31.78	\$25.55
Marble Polisher	\$31.15	\$18.48

**NOTE: Supplemental Benefit contributions are to be made at the applicable overtime rates.**

**OVERTIME:** (1 or 2 - chosen by Employer at the start of the project and then would last for the full duration of the project, 5, 8 and 13 when work is performed on any of the following holidays—2, 6, 7, 8, 9, 10, 11, 15, 16, 17, 20) See Overtime and Holiday Legends.

**PAID HOLIDAYS:** (1) See Holiday Legend.

(Local #7)

**CLASSIFICATION: MASON TENDER**

**WAGE RATE PER HOUR:** \$28.75

**SUPPLEMENTAL BENEFIT RATE PER HOUR:** \$18.39

**OVERTIME:** (2, 5, 8, 9 and 13 when any of the following holidays are worked – 2, 6, 8, 9, 10, 16, 20). See Overtime and Holiday Legends.

**PAID HOLIDAYS:** (1) See Holiday Legend.

**SHIFT RATES:** The Employer may work two (2) shifts with the first shift at the straight time wage rate and the second shift receiving eight (8) hours paid for Seven (7) hours work at the straight time wage rate or nine (9) hours paid for eight (8) hours' work, at the straight time wage rate. In addition, members of the second shift shall be allowed one-half (½) hour to eat, with this time being included in the seven (7) or eight (8) hours of work. In order to work the second shift, there must be a first shift, and shift work must be for a minimum of three (3) contiguous weekdays duration.

(Mason Tenders District Council – Local #79)

**Office of the Comptroller, City of New York**

**CLASSIFICATION: MASON TENDER  
(INTERIOR DEMOLITION WORKER)**

Interior demolition work, shall include but not be limited to: The erection, building, moving, servicing and dismantling of all enclosures, scaffolding, barricades, protection and site safety structures etc. , on Interior Demolition jobs; the operation and servicing of all tools and equipment normally used in Interior Demolition work, including, without limitation, hand tools electric and pneumatic guns and drills; the demolition of walls, partitions, ceilings, suspension systems, floorings, concrete slabs with steel framing (where such slabs are removed in their entirety), storefronts, facades, roofing, parapets, sidewalks, curbs, and vaults (except for full depth saw cutting and core drilling of slabs); the dropping of duct work, electrical piping, plumbing piping, sprinkler piping, toilet fixtures, light fixtures, radiators and air conditioning equipment, where removals are in their entirety (i.e., a complete gut) and after (but not including) proper disconnection's and capping are performed by others; the carting of all such demolished and/or dropped walls, partitions, ceilings, suspension systems, flooring, concrete slabs with steel framing, storefronts, facades, roofing, parapets, sidewalks, curbs, vaults, duct work, electrical piping, plumbing piping, sprinkler piping, toilet fixtures, light fixtures, radiators and air conditioning equipment; the removal of non-hazardous fire proofing (such as required for beam pockets), window treatment (such as blinds, drapes and hardware), including related work performed by licensed burners and related fire watch duties; the removal of stairs, escalators, elevators, dumbwaiters, and conveyors; the sorting, salvaging, labeling, packaging and movement of such materials for disposal; the clean up of the work site and all other work and stand-by time incidental to the demolition, dropping, carting and removal of such materials; and the performance of hand excavation work and duties by flagmen on job sites where work is performed under this job specification.

**WAGE RATE PER HOUR:**

**Tier A# - \$28.55**

**Tier B# - \$18.25**

**SUPPLEMENTAL BENEFIT RATE PER HOUR:**

**Tier A# - \$15.99**

**Tier B# - \$ 9.80**

**OVERTIME: (2, 7 and 13 when any of the following holidays are worked – 2, 6, 8, 9, 10, 16, 20). See Overtime and Holiday Legends.**

**PAID HOLIDAYS: (1) See Holiday Legend.**

**SHIFT RATES: None**

# On Interior Demolition job sites 33 1/3 % of the employees shall be classified as Tier A Interior Demolition Workers and 66 2/3 % shall be classified as Tier B Interior Demolition Workers; provided that the employer may employ more than 33 1/3 % Tier A Interior Demolition Workers on the job site. Where the number of employees on a job site is not divisible by 3, the first additional employee (above the number of employees divisible by three) shall be a Tier B Interior Demolition Worker, and the second additional employee shall be a Tier A Interior Demolition Worker.

**(Mason Tenders District Council)**

JULY 1, 2007  
THROUGH  
JUNE 30, 2008

**Office of the Comptroller, City of New York**

**PAID HOLIDAYS: (7, 17, 18, 21) See Holiday Legend**

**SHIFT RATES:**

**For New Construction Work** requiring two (2) shifts, the first shift shall be paid straight time for the first six (6) hours worked and double time for additional hours worked. The second shift shall be paid straight time for the first six (6) hours worked and double time for additional hours worked. All hours worked on the second shift shall receive a 10% wage rate differential.

**For Repair and Maintenance Work**, when shifts are required the first shift shall work eight (8) hours at the regular straight-time rate. The second shift shall work seven and one-half (7 ½) hours and receive eight (8) times the regular straight time hourly rate plus twenty-five (\$.25) cents. The third shift shall work seven (7) hours and receive eight (8) times the regular straight time hourly rate plus fifty (\$.50) cents. A thirty (30) minute lunch period shall not be considered as time worked.

**(Local #5)**

**CLASSIFICATION:                      **BRICKLAYER****

**WAGE RATE PER HOUR:                      \$40.34**

**SUPPLEMENTAL BENEFIT RATE PER HOUR:                      \$22.71**

**OVERTIME: (1, 5, 8, 9 and 13 when any of the following holidays are worked 2, 6, 8, 9, 10, 16 & 20) See Overtime and Holiday Legends.**

**PAID HOLIDAYS: (1) See Holiday Legend.**

**SHIFT RATES: Overtime rates to be paid outside the regular 8:00 A.M. to 4:00 P.M. work day.**

**(Bricklayer District Council)**



**Office of the Comptroller, City of New York**

**CLASSIFICATION: CEMENT AND CONCRETE WORKER**

**WAGE RATE PER HOUR: \$33.00**

**SUPPLEMENTAL BENEFIT RATE PER HOUR: \$23.48**

**SUPPLEMENTAL OVERTIME RATE FOR SATURDAYS: \$26.23**

**SUPPLEMENTAL OVERTIME RATE FOR SUNDAYS & HOLIDAYS: \$28.98**

**OVERTIME:** (1 & 2 for working with Dockbuilders on pile cap forms and for work below street level to the top of the foundation wall, not to exceed 2 feet or 3 feet above the sidewalk (brick shelf), when working on the foundation and structure. 5, 8 and 13 when any of the following holidays are worked -2, 6, 7, 8, 9, 10, 11, 13, 16 & 20). See Overtime and Holiday Legends.

**PAID HOLIDAYS:** (19 & 22) See Holiday Legend.

**SHIFT RATES:** On shift work extending over a twenty-four hour period, all shifts are paid at straight time.

**(CEMENT CONCRETE WORKERS DISTRICT COUNCIL)**

**CLASSIFICATION: CEMENT MASON**

**WAGE RATE PER HOUR: \$36.25\***

**SUPPLEMENTAL BENEFIT RATE PER HOUR: \$30.96\***

**OVERTIME SUPPLEMENTAL BENEFIT RATE PER HOUR: \$45.96**

**\* Effective July 1, 2007 - \$3.40 to be allocated between hourly wage and supplemental benefit.**

**The Vacation and Annuity are paid at double the regular hourly rate when overtime hours are worked. All other benefits are paid at the straight time rate.**

**OVERTIME:** (4, 6, 8 and 13 when any of the following holidays are worked - 2, 6, 7, 8, 9, 10, 11, 13, 16 & 20) See Overtime and Holiday Legends.

**Continued on following page**

**Office of the Comptroller, City of New York**

**PAID HOLIDAYS:** Any Cement Mason who reports to work on Christmas Eve or New Year's Eve pursuant to his employer's instruction shall be entitled to three (3) hours afternoon pay without working.

**SHIFT RATES:** For an off shift day, (work at times other than the regular 8:00 A.M. to 3:30 P.M. work day) a cement mason shall be paid at the regular hourly rate plus a 25% per hour differential.

(Local #780)

**CLASSIFICATION:**

**CORE DRILLER**

**CORE DRILLER**

**WAGE RATE PER HOUR: \$30.04**

**CORE DRILLER HELPER**

**WAGE RATE PER HOUR: \$24.55**

**Third year in the industry - \$22.10**

**Second year in the industry - \$19.64**

**First year in the industry - \$17.19**

**SUPPLEMENTAL BENEFIT RATE PER HOUR: \$ 14.10 (for both drillers and helpers)**

**OVERTIME:** (2, 5, 8 and 12 plus Holiday pay when worked.) See Overtime Legend.

**PAID HOLIDAYS:** (2, 8, 9, 10, 16 & 20) See Holiday Legend.

**SHIFT RATES:** The shift day shall be the continuous eight and one-half (8½) hours from 6:00 A.M. to 2:30 P.M. and from 2:30 P.M. to 11:00 P.M., including one-half (½) hour of employees regular rate of pay for lunch. When two (2) or more shifts are employed, single time shall be paid for each shift, but those employees employed on a shift other than from 8:00 A.M. to 5:00 P.M. shall, in addition, receive seventy-five (\$.75) cents per hour differential for each hour worked. When three (3) shifts are needed, each shift shall work seven and one-half (7 ½) hours paid for eight (8) hours of labor and be permitted one-half (½) hour for mealtime.

(Carpenters District Council)

Office of the Comptroller, City of New York**CLASSIFICATION: MARBLE MECHANIC**

	<u>Wage Rate</u> <u>Per Hour</u>	<u>Supplemental</u> <u>Benefit Rate</u> <u>Per Hour</u>
Marble Setter	\$42.58	\$27.60
(Effective January 1, 2008)	\$43.48	\$28.20
Marble Finisher	\$34.84	\$26.93
(Effective January 1, 2008)	\$35.39	\$27.53
Marble Polisher	\$32.51*	\$21.00*
* Effective July 1, 2007 - \$1.50 to be allocated between the hourly wage and supplemental benefit.		

**NOTE: Supplemental Benefit contributions are to be made at the applicable overtime rates.**

**OVERTIME:** (1 or 2 - chosen by Employer at the start of the project and then would last for the full duration of the project, 5, 8 and 13 when work is performed on any of the following holidays—2, 6, 7, 8, 9, 10, 11, 15, 16, 17 & 20) See Overtime and Holiday Legends.

**PAID HOLIDAYS:** (1) See Holiday Legend.

(Local #7)

**CLASSIFICATION: MASON TENDER**

<b>WAGE RATE PER HOUR:</b>	<b>\$29.85</b>
<b>SUPPLEMENTAL BENEFIT RATE PER HOUR:</b>	<b>\$18.99</b>

**OVERTIME:** (2, 5, 8, and 9; 13 when any of the following holidays are worked – 2, 6, 8, 9, 10, 16 & 20). See Overtime and Holiday Legends.

**PAID HOLIDAYS:** (1) See Holiday Legend.

**SHIFT RATES:** The Employer may work two (2) shifts with the first shift at the straight time wage rate and the second shift receiving eight (8) hours paid for Seven (7) hours work at the straight time wage rate or nine (9) hours paid for eight (8) hours' work, at the straight time wage rate. In addition, members of the second shift shall be allowed one-half (½) hour to eat, with this time being included in the seven (7) or eight (8) hours of work. In order to work the second shift, there must be a first shift, and shift work must be for a minimum of three (3) contiguous weekdays duration.

(Mason Tenders District Council – Local #79)

**EFFECTIVE PERIOD: JULY 1, 2007 THROUGH JUNE 30, 2008**

**Office of the Comptroller, City of New York**

**CLASSIFICATION: MASON TENDER  
(INTERIOR DEMOLITION WORKER)**

Interior demolition work, shall include but not be limited to: The erection, building, moving, servicing and dismantling of all enclosures, scaffolding, barricades, protection and site safety structures etc. , on Interior Demolition jobs; the operation and servicing of all tools and equipment normally used in Interior Demolition work, including, without limitation, hand tools electric and pneumatic guns and drills; the demolition of walls, partitions, ceilings, suspension systems, floorings, concrete slabs with steel framing (where such slabs are removed in their entirety), storefronts, facades, roofing, parapets, sidewalks, curbs, and vaults (except for full depth saw cutting and core drilling of slabs); the dropping of duct work, electrical piping, plumbing piping, sprinkler piping, toilet fixtures, light fixtures, radiators and air conditioning equipment, where removals are in their entirety (i.e., a complete gut) and after (but not including) proper disconnection's and capping are performed by others; the carting of all such demolished and/or dropped walls, partitions, ceilings, suspension systems, flooring, concrete slabs with steel framing, storefronts, facades, roofing, parapets, sidewalks, curbs, vaults, duct work, electrical piping, plumbing piping, sprinkler piping, toilet fixtures, light fixtures, radiators and air conditioning equipment; the removal of non-hazardous fire proofing (such as required for beam pockets), window treatment (such as blinds, drapes and hardware), including related work performed by licensed burners and related fire watch duties; the removal of stairs, escalators, elevators, dumbwaiters, and conveyors; the sorting, salvaging, labeling, packaging and movement of such materials for disposal; the clean up of the work site and all other work and stand-by time incidental to the demolition, dropping, carting and removal of such materials; and the performance of hand excavation work and duties by flagmen on job sites where work is performed under this job specification.

**WAGE RATE PER HOUR:**

**Tier A# - \$29.35  
Tier B# - \$19.05**

**SUPPLEMENTAL BENEFIT RATE PER HOUR:**

**Tier A# - \$16.39  
Tier B# - \$10.20**

**OVERTIME: (2, 7 and 13 when any of the following holidays are worked – 2, 6, 8, 9, 10, 16, 20). See Overtime and Holiday Legends.**

**PAID HOLIDAYS: (1) See Holiday Legend.**

**SHIFT RATES: None**

# On Interior Demolition job sites 33 1/3 % of the employees shall be classified as Tier A Interior Demolition Workers and 66 2/3 % shall be classified as Tier B Interior Demolition Workers; provided that the employer may employ more than 33 1/3 % Tier A Interior Demolition Workers on the job site. Where the number of employees on a job site is not divisible by 3, the first additional employee (above the number of employees divisible by three) shall be a Tier B Interior Demolition Worker, and the second additional employee shall be a Tier A Interior Demolition Worker.

**(Mason Tenders District Council)**

**Office of the Comptroller, City of New York**

**CLASSIFICATION: IRON WORKER - STRUCTURAL**

WAGE RATE PER HOUR: \$37.90  
SUPPLEMENTAL BENEFIT RATE PER HOUR: \$45.63  
SUPPLEMENTAL BENEFIT RATE PER HOUR: \$46.01 (Staten Island)

**Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.**

**OVERTIME:** (2, 5, 8 and 13 when work is performed on any of the following holidays – 2, 7, 8, 9, 10, 16 & 20). See Overtime and Holiday Legends.

**PAID HOLIDAYS:** (19 and 22 if a half day is worked on these days). See Holiday Legend.

**SHIFT RATES:** Monday through Friday – First Shift: First eight hours are paid at straight time, double time paid thereafter. Second and third Shifts: First eight hours are paid at time and one-half, double time thereafter. Saturdays: All shifts, first eight hours paid at time and one-half, double time thereafter

(Local #40 & #361)

**CLASSIFICATION: LABORER  
(FOUNDATION, CONCRETE, EXCAVATING, STREET PIPE  
LAYER AND COMMON)**

Excavation and foundation work for buildings, landscaping in connection with building projects (original installation and re-construction), heavy construction and engineering work, landscaping in connection with heavy construction and engineering work (work performed on projects other than building foundations including but not limited to pollution plants, sewers, parks, subways, bridges, highways, etc. (Original installation and re-construction))

WAGE RATE PER HOUR: \$34.89  
SUPPLEMENTAL BENEFIT RATE PER HOUR: \$22.71

Continued on following page

**Office of the Comptroller, City of New York**

**OVERTIME:** (2, 5, 8 and 13 when work is performed on any of the following holidays – 2, 8, 9, 10, 11, 13, 16 & 20). See Overtime and Holiday Legends.

**PAID HOLIDAYS:** (10, 16) See Holiday Legend.

**SHIFT RATES:** when two shifts are employed, single time rate shall be paid for each shift. When three shifts are found necessary, each shift shall work seven and one half hours (7 ½), but shall be paid for eight (8) hours of labor, and be permitted one half hour for lunch.

(Local #731)

**CLASSIFICATION: LANDSCAPER**

(Gardening in connection with the planting of street trees and the planting of trees in Parks but not as part of or in connection with other construction or reconstruction projects.)

	<b><u>Wage Rate</u></b> <b><u>Per Hour</u></b>	<b><u>Supplemental</u></b> <b><u>Benefit Rate</u></b> <b><u>Per Hour</u></b>
Gardener (Above 6 years experience)	\$ 20.00	\$ 6.25
(Effective April 1, 2008)	\$ 21.00	\$ 6.75
Gardener (3 - 6 years experience)	\$ 19.00	\$ 6.25
(Effective April 1, 2008)	\$ 20.00	\$ 6.75
Gardener (1-3 years experience)	\$ 16.50	\$ 6.25
(Effective April 1, 2008)	\$ 17.50	\$ 6.75

**OVERTIME:** (2, 5 & 8) See Overtime Legend. Supplemental Benefits shall include an additional Seventy Five (\$0.75) cents per hour for all overtime work performed.

**PAID HOLIDAYS:** (2, 8, 9, 10, 16 & 20). In the event that any employee is called to work on any of the above mentioned holidays, the employee shall receive, in addition to a full day's pay, pay at time and one-half (1 ½ times) for all work performed on that day.

**SHIFT RATES:** Work performed on a 4pm to 12am shift has a 15% differential. Work performed on a 12am to 8am shift has a 20% differential.

(Local 175)

JULY 1, 2008  
THROUGH  
JUNE 30, 2009

OFFICE OF THE COMPTROLLER CITY OF NEW YORK PREVAILING WAGE SCHEDULE

**CARPENTER APPRENTICESHIP RATE**

**Carpenter**

**Wage Rate Per Hour:**

<b>First Year:</b>	<b>40% of Journeyman's rate</b>
<b>Second Year:</b>	<b>50% of Journeyman's rate</b>
<b>Third Year:</b>	<b>65% of Journeyman's rate</b>
<b>Fourth Year:</b>	<b>80% of Journeyman's rate</b>

**Supplemental Benefit Rate Per Hour:                      \$25.02**

**Ratio of Apprentice to Journeyman:      1 to 1, 1 to 4**

**CLASSIFICATION:**

**CEMENT MASON**

**WAGE RATE PER HOUR:    \$40.50**

**SUPPLEMENTAL BENEFIT RATE PER HOUR:                      \$33.61**

**OVERTIME SUPPLEMENTAL BENEFIT RATE PER HOUR:              \$50.61**

**OVERTIME:** (4, 6, 8 and 13 when any of the following holidays are worked – 2, 6, 7, 8, 9, 10, 11, 13, 16 & 20) See Overtime and Holiday Legends.

**PAID HOLIDAYS:** Any Cement Mason who reports to work on Christmas Eve or New Year's Eve pursuant to his employer's instruction shall be entitled to three (3) hours afternoon pay without working.

**SHIFT RATES:** For an off shift day, (work at times other than the regular 8:00 A.M. to 3:30 P.M. work day) a cement mason shall be paid at the regular hourly rate plus a 25% per hour differential.

**(Local #780)**



**Office of the Comptroller, City of New York**

**PAID HOLIDAYS: (7, 17, 18, & 21) See Holiday Legend**

**SHIFT RATES:**

For **New Construction Work** requiring two (2) shifts, the first shift shall be paid straight time for the first six (6) hours worked and double time for additional hours worked. The second shift shall be paid straight time for the first six (6) hours worked and double time for additional hours worked. All hours worked on the second shift shall receive a 10% wage rate differential.

For **Repair and Maintenance Work**, when shifts are required the first shift shall work eight (8) hours at the regular straight-time rate. The second shift shall work seven and one-half (7 ½) hours and receive eight (8) times the regular straight time hourly rate plus twenty-five (\$.25) cents. The third shift shall work seven (7) hours and receive eight (8) times the regular straight time hourly rate plus fifty (\$.50) cents. A thirty (30) minute lunch period shall not be considered as time worked.

(Local #5)

**CLASSIFICATION:**

**BRICKLAYER**

**WAGE RATE PER HOUR: \$40.34**

**SUPPLEMENTAL BENEFIT RATE PER HOUR: \$22.71**

**OVERTIME: (1, 5, 8, 9 and 13 when any of the following holidays are worked 2, 6, 8, 9, 10, 16 & 20) See Overtime and Holiday Legends.**

**PAID HOLIDAYS: (1) See Holiday Legend.**

**SHIFT RATES: Overtime rates to be paid outside the regular 8:00 A.M. to 4:00 P.M. work day.**

**(Bricklayer District Council)**

**Office of the Comptroller, City of New York**

**CLASSIFICATION: CEMENT AND CONCRETE WORKER**

**WAGE RATE PER HOUR: \$34.75**

**SUPPLEMENTAL BENEFIT RATE PER HOUR: \$24.48**

**SUPPLEMENTAL OVERTIME RATE FOR SATURDAYS: \$27.23**

**SUPPLEMENTAL OVERTIME RATE FOR SUNDAYS & HOLIDAYS: \$29.98**

**OVERTIME:** (1 & 2 for working with Dockbuilders on pile cap forms and for work below street level to the top of the foundation wall, not to exceed 2 feet or 3 feet above the sidewalk (brick shelf), when working on the foundation and structure. 5, 8 and 13 when any of the following holidays are worked -2, 6, 7, 8, 9, 10, 11, 13, 16 & 20). See Overtime and Holiday Legends.

**PAID HOLIDAYS:** (19 & 22) See Holiday Legend.

**SHIFT RATES:** On shift work extending over a twenty-four hour period, all shifts are paid at straight time.

**(CEMENT CONCRETE WORKERS DISTRICT COUNCIL)**

**CLASSIFICATION: CEMENT MASON**

**WAGE RATE PER HOUR: \$37.40**

**SUPPLEMENTAL BENEFIT RATE PER HOUR: \$33.21**

**OVERTIME SUPPLEMENTAL BENEFIT RATE PER HOUR: \$50.21**

**OVERTIME:** (4, 6, 8 and 13 when any of the following holidays are worked - 2, 6, 7, 8, 9, 10, 11, 13, 16 & 20) See Overtime and Holiday Legends.

**PAID HOLIDAYS:** Any Cement Mason who reports to work on Christmas Eve or New Year's Eve pursuant to his employer's instruction shall be entitled to three (3) hours afternoon pay without working.

**SHIFT RATES:** For an off shift day, (work at times other than the regular 8:00 A.M. to 3:30 P.M. work day) a cement mason shall be paid at the regular hourly rate plus a 25% per hour differential.

**(Local #780)**



**Office of the Comptroller, City of New York**

**PAID HOLIDAYS: (19 and 22 if a half day is worked on these days). See Holiday Legend.**

**SHIFT RATES: Monday through Friday – First Shift: First eight hours are paid at straight time, double time paid thereafter. Second and third Shifts: First eight hours are paid at time and one-half, double time thereafter. Saturdays: All shifts, first eight hours paid at time and one-half, double time thereafter.  
(Local #40 & #361)**

**CLASSIFICATION:      LABORER**  
**(FOUNDATION, CONCRETE, EXCAVATING, STREET PIPE**  
**LAYER AND COMMON)**

**Excavation and foundation work for buildings, heavy construction, engineering work, and hazardous waste removal in connection with the above work. Landscaping in connection with heavy construction work, engineering work and building projects. Projects include, but are not limited to pollution plants, sewers, parks, subways, bridges, highways, etc.**

**WAGE RATE PER HOUR: \$35.64**

**SUPPLEMENTAL BENEFIT RATE PER HOUR: \$24.57**

**OVERTIME: (2, 5, 8 and 13 when work is performed on any of the following holidays – 2, 8, 9, 10, 11, 13, 16 & 20). See Overtime and Holiday Legends.**

**PAID HOLIDAYS: (10, 16) See Holiday Legend.**

**SHIFT RATES:** when two shifts are employed, single time rate shall be paid for each shift. When three shifts are found necessary, each shift shall work seven and one half hours (7 ½), but shall be paid for eight (8) hours of labor, and be permitted one half hour for lunch.

**(Local #731)**

Office of the Comptroller, City of New York**CLASSIFICATION: MARBLE MECHANIC**

	<u>Wage Rate Per Hour</u>	<u>Supplemental Benefit Rate Per Hour</u>
Marble Setter	\$44.38	\$28.80
(Effective January 1, 2009)	\$45.28	\$29.40
Marble Finisher	\$35.94	\$28.13
(Effective January 1, 2009)	\$36.49	\$28.73
Marble Polisher	\$33.11	\$22.20
(Effective January 1, 2009)	\$33.01	\$22.80

**NOTE: Supplemental Benefit contributions are to be made at the applicable overtime rates.**

**OVERTIME:** (1 or 2 - chosen by Employer at the start of the project and then would last for the full duration of the project, 5, 8 and 13 when work is performed on any of the following holidays—2, 6, 7, 8, 9, 10, 11, 15, 16, 17 & 20) See Overtime and Holiday Legends.

**PAID HOLIDAYS:** (1) See Holiday Legend.

(Local #7)

**CLASSIFICATION: MASON TENDER**

**WAGE RATE PER HOUR:** \$31.17

**SUPPLEMENTAL BENEFIT RATE PER HOUR:** \$20.37

**OVERTIME:** (2, 5, 8, 9 and 13 when any of the following holidays are worked – 2, 6, 8, 9, 10, 16 and 20). See Overtime and Holiday Legends.

**PAID HOLIDAYS:** (1) See Holiday Legend.

**SHIFT RATES:** The Employer may work two (2) shifts with the first shift at the straight time wage rate and the second shift receiving eight (8) hours paid for Seven (7) hours work at the straight time wage rate.

(Local #79)

**Office of the Comptroller, City of New York****CLASSIFICATION: MASON TENDER  
(INTERIOR DEMOLITION WORKER)**

Interior demolition work, shall include but not be limited to: The erection, building, moving, servicing and dismantling of all enclosures, scaffolding, barricades, protection and site safety structures etc. , on Interior Demolition jobs; the operation and servicing of all tools and equipment normally used in Interior Demolition work, including, without limitation, hand tools electric and pneumatic guns and drills; the demolition of walls, partitions, ceilings, suspension systems, floorings, concrete slabs with steel framing (where such slabs are removed in their entirety), storefronts, facades, roofing, parapets, sidewalks, curbs, and vaults (except for full depth saw cutting and core drilling of slabs); the dropping of duct work, electrical piping, plumbing piping, sprinkler piping, toilet fixtures, light fixtures, radiators and air conditioning equipment, where removals are in their entirety (i.e., a complete gut) and after (but not including) proper disconnection's and capping are performed by others; the carting of all such demolished and/or dropped walls, partitions, ceilings, suspension systems, flooring, concrete slabs with steel framing, storefronts, facades, roofing, parapets, sidewalks, curbs, vaults, duct work, electrical piping, plumbing piping, sprinkler piping, toilet fixtures, light fixtures, radiators and air conditioning equipment; the removal of non-hazardous fire proofing (such as required for beam pockets), window treatment (such as blinds, drapes and hardware), including related work performed by licensed burners and related fire watch duties; the removal of stairs, escalators, elevators, dumbwaiters, and conveyors; the sorting, salvaging, labeling, packaging and movement of such materials for disposal; the clean up of the work site and all other work and stand-by time incidental to the demolition, dropping, carting and removal of such materials; and the performance of hand excavation work and duties by flagmen on job sites where work is performed under this job specification.

**WAGE RATE PER HOUR:****Tier A# - \$30.46****Tier B# - \$20.16****SUPPLEMENTAL BENEFIT RATE PER HOUR:****Tier A# - \$17.08****Tier B# - \$10.89**

**OVERTIME: (2, 5, 7 and 13 when any of the following holidays are worked – 2, 6, 8, 9, 10, 16 and 20). See Overtime and Holiday Legends.**

**PAID HOLIDAYS: (1) See Holiday Legend.**

**SHIFT RATES: None**

# On Interior Demolition job sites 33 1/3 % of the employees shall be classified as Tier A Interior Demolition Workers and 66 2/3 % shall be classified as Tier B Interior Demolition Workers; provided that the employer may employ more than 33 1/3 % Tier A Interior Demolition Workers on the job site. Where the number of employees on a job site is not divisible by 3, the first additional employee (above the number of employees divisible by three) shall be a Tier B Interior Demolition Worker, and the second additional employee shall be a Tier A Interior Demolition Worker.

**(Local #79)**

JULY 1, 2009  
THROUGH  
JUNE 30, 2010

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Time and one half the regular rate for Saturday.  
Double time the regular rate for Sunday.  
For New Construction work:  
Double time the regular rate after an 8 hour day.  
Double time the regular time rate for Saturday.  
Double time the regular rate for Sunday.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Columbus Day  
Election Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

Quadruple time the regular rate for work on the following holiday(s).

Labor Day

### **Paid Holidays**

Good Friday  
Day after Thanksgiving  
Day before Christmas  
Day before New Year's Day

### **Shift Rates**

For New Construction Work requiring two (2) shifts, the first shift shall be paid straight time for the first six (6) hours worked and double time for additional hours worked. The second shift shall be paid straight time for the first six (6) hours worked and double time for additional hours worked. All hours worked on the second shift shall receive a 10% wage rate differential.

For Repair and Maintenance Work, when shifts are required the first shift shall work eight (8) hours at the regular straight-time rate. The second shift shall work seven and one-half (7 ½) hours and receive eight hours the regular straight time hourly rate plus twenty-five cents (\$0.25). The third shift shall work seven (7) hours and receive eight hours the regular straight time hourly rate plus fifty cents (\$0.50). A thirty (30) minute lunch period shall not be considered as time worked.

(Local #5)

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## **BRICKLAYER**

### **Bricklayer**

Effective Period: 7/1/2009 - 1/10/2010

Wage Rate per Hour: **\$42.19**

Supplemental Benefit Rate per Hour: **\$25.21**



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Effective Period: 1/11/2010 - 6/30/2010

Wage Rate per Hour: **\$43.92**

Supplemental Benefit Rate per Hour: **\$25.21**

**Overtime**

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

**Paid Holidays**

None

**Shift Rates**

Overtime rates to be paid outside the regular 8:00 A.M. to 4:00 P.M. work day.

(Bricklayer District Council)

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**CARPENTER - BUILDING COMMERCIAL**

**Building Commercial**

Effective Period: 7/1/2009 - 1/10/2010

Wage Rate per Hour: **\$43.02**

Supplemental Benefit Rate per Hour: **\$35.96**

Effective Period: 1/11/2010 - 6/30/2010

Wage Rate per Hour: **\$44.02**

Supplemental Benefit Rate per Hour: **\$38.50**

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Double time the regular rate for work on the following holiday(s).

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Presidential Election Day  
Thanksgiving Day  
Christmas Day

**Paid Holidays**

None

**Shift Rates**

Off shift work, commencing between 5:00 P.M. and 10:00 P.M. shall work eight and one half hours allowing for one half hour for lunch, but will be paid for 9 hours including benefits at the straight time rate for 8 hours.

(Carpenters District Council)

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**CEMENT & CONCRETE WORKER**

**Cement & Concrete Worker**

Effective Period: 7/1/2009 - 6/30/2010

Wage Rate per Hour: \$34.75

Supplemental Benefit Rate per Hour: \$24.48

Supplemental Note: \$27.23 on Saturdays; \$29.98 on Sundays & Holidays

**Overtime Description**

Time and one half the regular rate after 7 hour day (time and one half the regular rate after an 8 hour day when working with Dockbuilders on pile cap forms and for work below street level to the top of the foundation wall, not to exceed 2 feet or 3 feet above the sidewalk-brick shelf, when working on the foundation and structure.)

**Overtime**

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Presidential Election Day  
Thanksgiving Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Christmas Day

**Paid Holidays**

1/2 day before Christmas Day

1/2 day before New Year's Day

**Shift Rates**

On shift work extending over a twenty-four hour period, all shifts are paid at straight time.

(Cement Concrete Workers District Council)

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**CEMENT MASON**

**Cement Mason**

Effective Period: 7/1/2009 - 6/30/2010

Wage Rate per Hour: **\$40.50**

Supplemental Benefit Rate per Hour: **\$33.61**

Supplemental Note: Overtime supplemental benefit rate per hour: **\$50.61**

**Overtime**

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

**Paid Holidays**

Any worker who reports to work on Christmas Eve or New Year's Eve pursuant to his employer's instruction shall be entitled to three (3) hours afternoon pay without working.

**Shift Rates**

For an off shift day, (work at times other than the regular 8:00 A.M. to 3:30 P.M. work day) a cement mason shall be paid at the regular hourly rate plus a 25% per hour differential.

(Local #780)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Presidential Election Day  
Thanksgiving Day  
Christmas Day

**Paid Holidays**

None

**Shift Rates**

Off shift work, commencing between 5:00 P.M. and 10:00 P.M., shall work eight and one half hours allowing for one half hour for lunch but will be paid the straight time hourly wage for 9 hours and the straight time supplemental benefits for 8 hours.

(Carpenters District Council)

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**DRIVER: TRUCK (TEAMSTER)**

**Driver - Automobile Chauffeur (Dump Truck)**

Effective Period: 7/1/2009 - 1/10/2010

Wage Rate per Hour: **\$34.94**

Supplemental Benefit Rate per Hour: **\$29.20**

Effective Period: 1/11/2010 - 6/30/2010

Wage Rate per Hour: **\$35.23**

Supplemental Benefit Rate per Hour: **\$31.78**

**Driver - Heavy Equipment Trailer Driver**

Effective Period: 7/1/2009 - 1/10/2010

Wage Rate per Hour: **\$36.44**

Supplemental Benefit Rate per Hour: **\$29.20**

Effective Period: 1/11/2010 - 6/30/2010

Wage Rate per Hour: **\$36.73**

Supplemental Benefit Rate per Hour: **\$31.78**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

New Year's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

**Paid Holidays**

1/2 day on Christmas Eve if work is performed in the A.M.  
1/2 day on New Year's Eve if work is performed in the A.M.

**Shift Rates**

Monday through Friday - First Shift: First eight hours are paid at straight time, double time paid thereafter.  
Second and third Shifts: First eight hours are paid at time and one-half, double time thereafter. Saturdays: All shifts, first eight hours paid at time and one-half, double time thereafter

(Local #40 & #361)

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**LABORER**

(Foundation, Concrete, Excavating, Street Pipe Layer and common)

**Laborer**

Excavation and foundation work for buildings, heavy construction, engineering work, and hazardous waste removal in connection with the above work. Landscaping in connection with heavy construction work, engineering work and building projects. Projects include, but are not limited to pollution plants, sewers, parks, subways, bridges, highways, etc.

Effective Period: 7/1/2009 - 6/30/2010

Wage Rate per Hour: \$36.64

Supplemental Benefit Rate per Hour: \$26.31

**Overtime**

Time and one half the regular rate after an 8 hour day.  
Time and one half the regular rate for Saturday.  
Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Presidential Election Day  
Thanksgiving Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$28.73**

**Marble Polisher**

Effective Period: 7/1/2009 - 6/30/2010

Wage Rate per Hour: **\$33.01**

Supplemental Benefit Rate per Hour: **\$22.80**

**Overtime Description**

Supplemental Benefit contributions are to be made at the applicable overtime rates. Time and one half the regular rate after a 7 hour day or time and one half the regular rate after an 8 hour day - chosen by Employer at the start of the project and then would last for the full duration of the project.

**Overtime**

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

**Paid Holidays**

None

(Local #7)

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**MASON TENDER**

**Mason Tender**

Effective Period: 7/1/2009 - 1/10/2010

Wage Rate per Hour: **\$31.72**

Supplemental Benefit Rate per Hour: **\$21.02**

Effective Period: 1/11/2010 - 6/30/2010

Wage Rate per Hour: **\$32.74**

Supplemental Benefit Rate per Hour: **\$22.40**

JULY 1, 2010  
THROUGH  
JUNE 30, 2011

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Supplemental Note: The above rate applies to repair or maintenance and new construction; For time and one half overtime - \$52.38; For double overtime - \$69.57.

### Overtime Description

For Repair and Maintenance work:

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

For New Construction work:

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Columbus Day

Election Day

Veteran's Day

Thanksgiving Day

Christmas Day

Quadruple time the regular rate for work on the following holiday(s).

Labor Day

### Paid Holidays

Good Friday

Day after Thanksgiving

Day before Christmas

Day before New Year's Day

### Shift Rates

When shifts are required, the first shift shall work eight (8) hours at the regular straight-time hourly rate. The second shift shall work seven and one-half (7 ½) hours and receive eight hours at the regular straight time hourly rate plus twenty-five cents (\$0.25) per hour. The third shift shall work seven (7) hours and receive eight hours at the regular straight time hourly rate plus fifty cents (\$0.50) per hour. A thirty (30) minute lunch period shall not be considered as time worked. Work in excess of the above shall be paid overtime at the appropriate new construction work or repair work overtime wage and supplemental benefit hourly rate.

(Local #5)

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**BRICKLAYER**

**Bricklayer**

Effective Period: 7/1/2010 - 6/30/2011



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$45.98**

Supplemental Benefit Rate per Hour: **\$25.71**

**Overtime**

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

**Paid Holidays**

None

**Shift Rates**

Overtime rates to be paid outside the regular 8:00 A.M. to 4:00 P.M. work day.

(Bricklayer District Council)

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**CARPENTER - BUILDING COMMERCIAL**

**Building Commercial**

Effective Period: 7/1/2010 - 1/9/2011

Wage Rate per Hour: **\$44.02**

Supplemental Benefit Rate per Hour: **\$38.50**

Supplemental Note: Effective 7/1/10 \$2.13 to be allocated between the hourly wage and supplemental benefit.

Effective Period: 1/10/2011 - 6/30/2011

Wage Rate per Hour: **\$46.15**

Supplemental Benefit Rate per Hour: **\$38.50**

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Presidential Election Day  
Thanksgiving Day  
Christmas Day

**Paid Holidays**

None

**Shift Rates**

Off shift work, commencing between 5:00 P.M. and 10:00 P.M. shall work eight and one half hours allowing for one half hour for lunch, but will be paid for 9 hours including benefits at the straight time rate for 8 hours.

(Carpenters District Council)

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**CEMENT & CONCRETE WORKER**

**Cement & Concrete Worker**

Effective Period: 7/1/2010 - 1/9/2011

Wage Rate per Hour: **\$34.90**

Supplemental Benefit Rate per Hour: **\$25.48**

Supplemental Note: \$28.23 on Saturdays; \$30.98 on Sundays & Holidays

Effective Period: 1/10/2011 - 6/30/2011

Wage Rate per Hour: **\$37.55**

Supplemental Benefit Rate per Hour: **\$25.61**

Supplemental Note: \$28.36 on Saturdays; \$31.11 on Sundays & Holidays

**Overtime Description**

Time and one half the regular rate after 7 hour day (time and one half the regular rate after an 8 hour day when working with Dockbuilders on pile cap forms and for work below street level to the top of the foundation wall, not to exceed 2 feet or 3 feet above the sidewalk-brick shelf, when working on the foundation and structure.)

**Overtime**

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Labor Day  
Columbus Day  
Presidential Election Day  
Thanksgiving Day  
Christmas Day

**Paid Holidays**

1/2 day before Christmas Day  
1/2 day before New Year's Day

**Shift Rates**

On shift work extending over a twenty-four hour period, all shifts are paid at straight time.

(Cement Concrete Workers District Council)

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**CEMENT MASON**

**Cement Mason**

Effective Period: 7/1/2010 - 1/9/2011

Wage Rate per Hour: \$40.50

Supplemental Benefit Rate per Hour: \$33.61

Supplemental Note: Overtime supplemental benefit rate per hour: \$50.61

Effective Period: 1/10/2011 - 6/30/2011

Wage Rate per Hour: \$42.50

Supplemental Benefit Rate per Hour: \$35.26

Supplemental Note: Overtime supplemental benefit rate per hour: \$52.26

**Overtime**

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Presidential Election Day  
Thanksgiving Day  
Christmas Day

**Paid Holidays**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

1/2 day on New Year's Eve if work is performed in the A.M.

### Shift Rates

Monday through Friday - First Shift: First eight hours are paid at straight time, the 9th & 10th hours are paid at time and a half, double time paid thereafter. Second and third Shifts: First eight hours are paid at time and one-half, double time thereafter. Saturdays: All shifts, first eight hours paid at time and one-half, double time thereafter. Sunday all shifts are paid at double time.

(Local #40 & #361)

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## LABORER

(Foundation, Concrete, Excavating, Street Pipe Layer and common)

### Laborer

Excavation and foundation work for buildings, heavy construction, engineering work, and hazardous waste removal in connection with the above work. Landscaping tasks in connection with heavy construction work, engineering work and building projects. Projects include, but are not limited to pollution plants, sewers, parks, subways, bridges, highways, etc.

Effective Period: 7/1/2010 - 6/30/2011

Wage Rate per Hour: \$37.60

Supplemental Benefit Rate per Hour: \$28.09

### Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

### Paid Holidays

Labor Day

Thanksgiving Day

### Shift Rates

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**PLASTERER - TENDER**

**Plasterer - Tender**

Effective Period: 7/1/2010 - 6/30/2011

Wage Rate per Hour: **\$33.54**

Supplemental Benefit Rate per Hour: **\$22.85**

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Presidential Election Day

Thanksgiving Day

Christmas Day

**Paid Holidays**

None

**Shift Rates**

When work commences outside regular work hours, workers receive an hour additional (differential) wage and supplement payment. Eight hours pay for seven hours work or nine hours pay for eight hours work.

(Mason Tender District Council)

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**PLUMBER**

**Plumber**

Effective Period: 7/1/2010 - 6/30/2011

Wage Rate per Hour: **\$50.11**

Supplemental Benefit Rate per Hour: **\$36.51**

Supplemental Note: Double time shall be paid for supplemental benefits during overtime work.

**Overtime Description**

Double time the regular rate after a 7 hour day - unless for new construction site work where the plumbing contract price is \$1 million or less, and for public works jobs where the plumbing contract is \$1.5 million or less,

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**Christmas Day**

Double time and one half the regular rate for work on the following holiday(s).

Martin Luther King Jr. Day

President's Day

Memorial Day

Columbus Day

**Paid Holidays**

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

(Local #638B)

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**STONE MASON - SETTER**

**Stone Mason - Setters**

Effective Period: 7/1/2010 - 6/30/2011

Wage Rate per Hour: **\$46.54**

Supplemental Benefit Rate per Hour: **\$33.58**

**Overtime**

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

**Paid Holidays**

1/2 day on Christmas Eve if work is performed in the A.M.

JULY 1, 2011  
THROUGH  
JUNE 30, 2012

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 PREVAILING WAGE SCHEDULE

**Blaster (Hydraulic)**

Effective Period: 7/1/2011 - 6/30/2012

Wage Rate per Hour: \$43.02

Supplemental Benefit Rate per Hour: \$36.04

**Blaster - Trac Drill Hydraulic**

Effective Period: 7/1/2011 - 6/30/2012

Wage Rate per Hour: \$38.17

Supplemental Benefit Rate per Hour: \$36.04

**Blaster - Wagon: Air Trac: Quarry Bar: Drillrunners**

Effective Period: 7/1/2011 - 6/30/2012

Wage Rate per Hour: \$37.47

Supplemental Benefit Rate per Hour: \$36.04

**Blaster - Operators of Jack Hammers**

Chippers: Spaders: Concrete Breakers: and all other pneumatic tools of like usage: Walk Behind Self Propelled Hydraulic Asphalt and Concrete Breakers: Hydro (Water) Demolition

Effective Period: 7/1/2011 - 6/30/2012

Wage Rate per Hour: \$36.54

Supplemental Benefit Rate per Hour: \$36.04

**Blaster - Powder Carriers**

Effective Period: 7/1/2011 - 6/30/2012

Wage Rate per Hour: \$33.08

Supplemental Benefit Rate per Hour: \$36.04

**Blaster - Hydraulic Trac Drill Chuck Tender**

Effective Period: 7/1/2011 - 6/30/2012

Wage Rate per Hour: \$31.95

Supplemental Benefit Rate per Hour: \$36.04

**Blaster - Chuck Tender & Nipper**

Effective Period: 7/1/2011 - 6/30/2012

Wage Rate per Hour: \$31.28

Supplemental Benefit Rate per Hour: \$36.04

**Blaster - Magazine Keepers: (Watch Person)**

Effective Period: 7/1/2011 - 6/30/2012

Wage Rate per Hour: \$19.00



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$36.04**

**Overtime Description**

For Blaster - Magazine Keepers: (Watch Person) only - time and one half the regular rate for work after an 8 hour day, Saturday, Sunday and holidays listed below.

**Overtime**

Double time the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

**Paid Holidays**

None

**Shift Rates**

A single shift shall be 8 hours plus an unpaid lunch, starting at 8:00 A.M (or between 6:00 A.M. and 10:00 A.M. on weekdays). When two (2) shifts are employed, each shift shall be 8 hours plus ½ hour unpaid lunch. When three (3) shifts are employed, each shift will work seven and one-half (7 ½) hours, but will be paid for eight (8) hours, since only one-half (½) hour is allowed for mealtime. When two (2) or more shifts are employed, single time will be paid for each shift. The first 8 hours of any and all work performed Monday through Friday inclusive of any off-shift shall be at the single time rate.

(Local #29)

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**BOILERMAKER**

**Boilermaker**

Effective Period: 7/1/2011 - 12/31/2011

Wage Rate per Hour: **\$47.32**

Supplemental Benefit Rate per Hour: **\$35.28**

Supplemental Note: The above rate applies to repair or maintenance and new construction; For time and one half overtime - \$52.48; For double overtime - \$69.67.

Effective Period: 1/1/2012 - 6/30/2012

Wage Rate per Hour: **\$47.98**

Supplemental Benefit Rate per Hour: **\$37.88**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**Paid Holidays**

None

**Shift Rates**

Off shift work, commencing between 5:00 P.M. and 10:00 P.M. shall work eight and one half hours allowing for one half hour for lunch, but will be paid for 9 hours including benefits at the straight time rate for 8 hours.

(Carpenters District Council)

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**CEMENT & CONCRETE WORKER**

**Cement & Concrete Worker**

Effective Period: 7/1/2011 - 2/5/2012

Wage Rate per Hour: **\$37.55**

Supplemental Benefit Rate per Hour: **\$25.61**

Supplemental Note: **\$28.36 on Saturdays; \$31.11 on Sundays & Holidays**

Effective Period: 2/6/2012 - 6/30/2012

Wage Rate per Hour: **\$38.98**

Supplemental Benefit Rate per Hour: **\$25.67**

Supplemental Note: **\$28.42 on Saturdays; \$31.17 on Sundays & Holidays**

**Overtime Description**

Time and one half the regular rate after 7 hour day (time and one half the regular rate after an 8 hour day when working with Dockbuilders on pile cap forms and for work below street level to the top of the foundation wall, not to exceed 2 feet or 3 feet above the sidewalk-brick shelf, when working on the foundation and structure.)

**Overtime**

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

**Paid Holidays**

1/2 day before Christmas Day

1/2 day before New Year's Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**Shift Rates**

On shift work extending over a twenty-four hour period, all shifts are paid at straight time.

(Cement Concrete Workers District Council)

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**CEMENT MASON**

**Cement Mason**

Effective Period: 7/1/2011 - 6/30/2012

Wage Rate per Hour: **\$42.50**

Supplemental Benefit Rate per Hour: **\$39.06**

Supplemental Note: Overtime supplemental benefit rate per hour: **\$57.56**

**Overtime**

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

**Paid Holidays**

Any worker who reports to work on Christmas Eve or New Year's Eve pursuant to his employer's instruction shall be entitled to three (3) hours afternoon pay without working.

**Shift Rates**

For an off shift day, (work at times other than the regular 7:00 A.M. to 3:30 P.M. work day) a cement mason shall be paid at the regular hourly rate plus a 25% per hour differential.

(Local #780)

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**CORE DRILLER**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

(Carpenters District Council)

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## **DOCKBUILDER - PILE DRIVER**

### **Dockbuilder - Pile Driver**

Effective Period: 7/1/2011 - 6/30/2012

Wage Rate per Hour: **\$46.74**

Supplemental Benefit Rate per Hour: **\$42.37**

### **Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

### **Paid Holidays**

None

### **Shift Rates**

Off shift work, commencing between 5:00 P.M. and 10:00 P.M., shall work eight and one half hours allowing for one half hour for lunch but will be paid the straight time hourly wage for 9 hours and the straight time supplemental benefits for 8 hours.

(Carpenters District Council)

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## **DRIVER: TRUCK (TEAMSTER)**

### **Driver - Automobile Chauffeur (Dump Truck)**

Effective Period: 7/1/2011 - 6/30/2012

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**Shift Rates**

Monday through Friday - First Shift: First eight hours are paid at straight time, the 9th & 10th hours are paid at time and a half, double time paid thereafter. Second and third Shifts: First eight hours are paid at time and one-half, double time thereafter. Saturdays: All shifts, first eight hours paid at time and one-half, double time thereafter. Sunday all shifts are paid at double time.

(Local #40 & #361)

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**LABORER**

**(Foundation, Concrete, Excavating, Street Pipe Layer and Common)**

**Laborer**

Excavation and foundation work for buildings, heavy construction, engineering work, and hazardous waste removal in connection with the above work. Landscaping tasks in connection with heavy construction work, engineering work and building projects. Projects include, but are not limited to pollution plants, sewers, parks, subways, bridges, highways, etc.

Effective Period: 7/1/2011 - 6/30/2012

Wage Rate per Hour: \$38.20

Supplemental Benefit Rate per Hour: \$30.37

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

**Paid Holidays**

Labor Day

Thanksgiving Day

**Shift Rates**

When two shifts are employed, single time rate shall be paid for each shift. When three shifts are found necessary, each shift shall work seven and one half hours (7 ½), but shall be paid for eight (8) hours of labor, and be permitted one half hour for lunch.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Time and one half the regular rate for Saturday.  
Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

**Paid Holidays**

None

(Local #7)

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**MASON TENDER**

**Mason Tender**

Effective Period: 7/1/2011 - 2/5/2012

Wage Rate per Hour: **\$34.19**

Supplemental Benefit Rate per Hour: **\$23.45**

Supplemental Note: Effective 7/1/11 - \$0.25 to be allocated between the hourly wage and supplemental benefit.

Effective Period: 2/6/2012 - 6/30/2012

Wage Rate per Hour: **\$34.19**

Supplemental Benefit Rate per Hour: **\$23.45**

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Election Day  
Thanksgiving Day

### Shift Rates

When two shifts are employed, the work period for each shift shall be a continuous eight (8) hours. When three shifts are employed, each shift will work seven and one half (7 ½) hours but will be paid for eight (8) hours since only one half (1/2) hour is allowed for meal time.

When two or more shifts are employed, single time will be paid for each shift.

Night Work - On night work, the first eight (8) hours of work will be paid for at fifteen percent (15%) over the single time rate, except that production paving work shall be paid at 25% over the single time rate. Hours worked over eight (8) hours during said shift shall be paid for at the time and one-half rate.

(Local #1010)

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## PLASTERER

### Plasterer

Effective Period: 7/1/2011 – 2/5/2012

Wage Rate per Hour: **\$39.53**

Supplemental Benefit Rate per Hour: **\$26.30**

Effective Period: 2/6/2012 - 6/30/2012

Wage Rate per Hour: **\$40.78**

Supplemental Benefit Rate per Hour: **\$26.80**

### Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day  
Martin Luther King Jr. Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Presidential Election Day  
Thanksgiving Day